

BHARAT DYNAMICS LIMITED
HYDERABAD



WORKS MANUAL
2015

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**CHAPTER – 1
INTRODUCTION**

1.0 PURPOSE

A uniform works and contract procedure is introduced in Bharat Dynamics Ltd (BDL) on approval of 215th Board Meeting held on 03 Mar 2014. Works Manual will be applicable w.e.f 01 Apr 2014 to all the units of the Company. This procedure is introduced in order to:

- a) Develop modern manufacturing and allied infrastructure facilities to meet the operational requirements.
- b) Develop infrastructure requirements of the customers in time, meeting the stringent specifications.
- c) Incorporate required Governmental / Statutory/ CVC guidelines.
- d) Take into account the prevailing MARKET RATES for which the cost estimation in respect of items of work which are not available in Central Public Works Department (CPWD) – Delhi Schedule of Rates (DSR) as also for tender justification of the cost of total work.
- e) Maintain modern manufacturing and allied infrastructure facilities including township, general infrastructure & certain public amenities established.
- f) Have a uniform and systematic integrated approach to execute the work as per the time schedule and also meeting quality & service level requirements of user / divisions.
- g) Facilitate the decisions of administrative authorities to ensure that they are transparent, accountable and time-bound.
- h) Incorporate changes through experience gained in various fields.

Works Manual shall be reviewed and updated biennially. However the first revision shall be taken up after one year .Any improvement required / noticed will be issued in the form of an amendment to the manual during this period with the approval of CMD.

1.1 DEFINITIONS:

- a) **WORKS:** The term “WORKS” connotes activities pertaining to “fixed assets” (both revenue and capital in nature) like creation / addition/ alteration / maintenance / dismantling / demolition etc., and includes various “services” required for the operations of the company.
- b) **COMPETENT FINANCIAL AUTHORITY (CFA):** Competent Financial Authority is the Executive of the company authorized to exercise the powers of approval, sanction and acceptance concerning technical, administrative and financial aspects of transactions on behalf of the Company, as detailed in Delegation of Powers (DoP).
- c) **DoP:** Delegation of Powers is issued by Company secretary Finance on approval from the Board of directors to the executives of the company.
- d) **APPROPRIATE TECHNICAL AUTHORITY (ATA):** Appropriate Technical Authority (ATA)- Civil / PED or TSD are the officers professionally qualified, competent to recommend technically any work. Further ATA is the authority for approval of Designs & Drawings for the Works proposed to be executed. However, ATA shall be not less than the rank of Sr. Manager with



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professional Civil / Elec. or Mechanical) qualification. ATA will be the senior most professionally qualified Engineer (Civil / PED or TSD) in the Unit.

1.2 FUNDAMENTAL PRINCIPLES:

- a) All works & Services will be executed only after administrative approval and technical sanction having first been obtained from the authorities appropriate in each case and funds being made available to meet the expenditure.
- b) ATA / Officer-in-Charge shall ensure, in the course of financial year that the aggregate budget allotment made on any work is not exceeded unless extra funds are allotted duly by re-appropriation of funds as per DOP.
- c) The ATA /Officer-in-Charge will ensure that expenditure is incurred within the administratively approved amount (except as otherwise provided for), and shall obtain prior / simultaneous sanction from the competent authority for Revised Administrative Approval in case of excess due to an error in approved estimate or other causes.
- d) Generally all major projects involving Civil Works, Electrical, Air-conditioning, Roads and Drains, Water supply, Sewage and allied works will be executed as Integrated Projects & evaluation of the bids would be on the total contract value. However in special cases to take advantage of specialized agencies for execution of work, or to save time if the project is being implemented in phases or to ease logistic issues like locations, distance, resource availability etc., certain works can be tendered out separately. The reasons for going in for separate contracts are to be indicated while putting up administrative approval of competent authority. However, works should not be split in order to bring it within powers of lower CFA.
- e) Wherever the existing building and structure are required to be dismantled /demolished, the same will be carried out after obtaining the prior Administrative approval of the appropriate CFA as per DOP based on the estimated cost of demolition. The contract for dismantling/ demolition shall be awarded after appropriate tendering process (including manual tendering process).
- f) Hierarchy of Documents is DoP, Works Manual, IMM Manual.
- g) Where supply of material is more than 70% of total work, procedures should be adopted as mentioned in IMM manual.

1.3 FUNCTIONS:

The activities to be carried out by Divisions / Departments in executing any work are as follows:

- a) **USER / INDENTER:**
 - i. Finalization of requirement.
 - ii. Obtaining budgetary estimates from Civil / PED or TSD wherever applicable.
 - iii. Obtaining budget sanction.
 - iv. Participation in finalization of design, if necessary
 - v. Assisting in execution of work as and when required.



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b) Civil / PED or TSD:

- i. Preparation of designs, plans, estimates, schedules and tender documents.
- ii. Constitution of Tender Committee, construction committee/PNC Committee.
- iii. Tendering and award of work.
- iv. Execution of work according to schedule.
- v. Obtaining Finance concurrence in the activities enumerated, as applicable
- vi. The preparation of designs, plans, estimates and the tender documents for all major works involving structural / architectural / air conditioning / electrical / communication / horticulture / cranes and lift works etc., either of new works / modification works Costing Rs.50 Lakhs and below will be done by the Civil / PED or TSD Department. For works above Rs. 50 Lakhs consultants shall be employed through tendering process, if required.
- vii. The tendering and awarding of work will be taken up by the individual Unit/Department either through the centralized Contracts Department or by the Departments themselves depending on the requirements.
- viii. The execution of all-capital works and other works will be done by the Civil / PED or TSD Division of the respective Unit.
- ix. Ideally the tendering and award of work should be independent of execution.
- x. Endorsement of PF & ESI remittance to workmen in construction contracts.

Civil:

Construction & Maintenance of buildings, roads, office spaces, production shops, explosive manufacturing, assembly & storage areas. Construction of customer required infrastructure facilities.

Plant Engineering Department (PED) / Technical Services Department (TSD):

Maintenance works pertaining to Plant & Machinery (P&M) & Utilities viz. Machines & Equipment, Sub-stations, D-G Sets, HVAC, Air Compressors, Clean rooms, Fresh Air blowers, Cranes, Lifts, Reconditioning, Retro fitment, Refurbishment, Replacement of obsolete/outdated equipment & Technology with new equipment /technology, Replacement of obsolete/out dated equipment in Normal/Buy-back scheme, Procurement of spares, AMCs (comprehensive & non-comprehensive), TCRs, Emergency P&M repair Works, Power & Lighting in Plant area, Repair works by OEM/Authorized Dealer/Authorized Agent, Telephone network, Fire Alarm System, and other allied works relevant to repairs of plant and machinery are carried out in order to keep them in working condition.

c) FINANCE:

- i. Participation in opening of tenders.
- ii. Vetting of comparative statement.
- iii. Participation in Commercial discussions and price negotiations.
- iv. Scrutiny of contracts, amendments and deviation orders thereto, rates for extra / substituted items.
- v. Financial advice / concurrence to the proposals for works, award of works and contracts.



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- vi. Concurrence of proposal for levy / waiver of liquidated damages.
 - vii. Arithmetical checking of measurement sheets, checking and payment of contractor's and supplier's bills and Maintenance of Contractor's ledger.
 - viii. Checking and payment of bills.
 - ix. Maintenance of ledgers for security deposit, earnest money deposit, advances, sundry creditors etc.
 - x. Accounting of payments and stores transactions relating to the works.
 - xi. Capitalisation of completed works, provisions for depreciation, submission of periodical reports and preparation of all schedules relating to annual accounts.
- d) **PERSONNEL AND ADMINISTRATION:**
- i. Obtaining factory inspectors approval.
 - ii. Endorsement of PF& ESI remittance to contract workmen in case of maintenance, horticulture contracts.



CHAPTER-2
ROLES & RESPONSIBILITIES OF OFFICERS

2.1 DEPARTMENTAL HEAD:

The senior most professionally qualified officer in the Civil / Electrical / Mechanical Engineering and Plant maintenance department designated by FD shall be the departmental head for their respective departments. In case the Civil / Electrical / Mechanical Engineering department reports to another departmental head who is not technically qualified or from different technical stream, then also the designated officer shall be reckoned as the departmental head of the Civil / Electrical / Mechanical department. In such cases he nominates appropriate technical authority (ATA) for each functional area.

2.2 APPROPRIATE TECHNICAL AUTHORITY (ATA):

ATA be the authority to finalise the specifications, approve designs etc. He shall nominate with approval of departmental head, Engineer in Charge, site In charge and if required a deputy engineer in Charge, for each work taken up.

He shall:

- a) Be the authority to approve the specifications, testing methods for construction materials.
- b) Approve specific brands of building materials including those used in plumbing for the purpose of meeting the requirements at the site and maintain standardization.
- c) Finalize as a chairman of a committee, the materials with brand names/IS or international standards required in maintaining minimum quality requirements. HOD shall approve such list which shall be used while preparing BOQ.
- d) Maintain good engineering practices across and ensure optimization in the designs.
- e) Be responsible for norms for office rooms, residential quarters and utilities.
- f) Ensure compliance with environmental norms in the design stage while including effluent treatment plants, sewage treatment plants, scrap yards etc.
- g) Ensure that the designs meet the environmental rating systems appropriate for residential homes, townships, landscaping, factory premises and administrative buildings. The design shall meet silver ratings and endeavour to meet gold/platinum ratings. In case the rating system appropriate for the building being designed is not listed by Indian Green building council or any governmental guidelines, appropriate US/International rating system may be adopted.
- h) Co-ordinate with electrical engineers and other specialists concerned for ensuring that the designs meet all the requirements of power, material handling, water, air and gas connections required for the buildings as per building codes.
- i) Building design shall ensure ease of maintenance for all utilities.
- j) Ensure buildings are designed as per CFEES standards wherever appropriate.
- k) Factory layouts, townships shall include transportation, storage and utility areas appropriately.
- l) Guidelines issued by local authorities are met during design stage.
- m) Ensure that the designs are appropriately selected to meet project deadlines and deliverables to the customers.



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- n) Ensure that modern engineering concepts are included in the design.
- o) Ensure that designs are flexible enough to modify the production / testing areas easily convertible to new projects when old projects close.
- p) Assist OIC / EIC by suggesting suitable measures for speedy construction and meeting the deadlines.
- q) Decide the building strength, life and retro fitment / reconditioning techniques by adopting necessary International standards where the national standards are not available.
- r) Finalise the norms, formats for quality checks/ site inspections and standardization of procedures.
- s) Prescribe the safety norms to be adopted at sites.
- t) Inspect the construction sites and verify the safety / quality standards being adopted and recommend necessary corrective actions.
- u) Approve all the design before tendering process is initiated, and at all stages wherever required.
- v) Prepare BDL standard norms by referring DSR of CPWD to prepare the BOQ for BDL.
- w) Act as depository for all drawings both original and as built, site plans, layout designs, the piping and drainage layouts, electrical cabling layout etc.
- a) **PRE- CONTRACT FINALIZATION:**
 - i. In case of works where architectural/ structural/ planning inputs are not required, the engineer in-Charge of the work will be responsible for the work as a whole including deviations/ Non-tendered items of work. Co-ordination during the actual execution of work shall be done by ATA. A time schedule shall be prepared by ATA for completion of activities for each work leading to obtaining Administrative Approval. In additions, ATA will also keep a track of budget & sanctions, expenditures etc for both Capital & Revenue budgets.
 - ii. The co-ordination up to the stage of obtaining administrative approval from the client / user shall be done by ATA.
 - iii. The preparation of layout, preliminary working and detail drawings of buildings shall be done in consultation with client / user / consultant [if applicable] civil, electrical, mechanical, HVAC, and landscaping in-charge.
 - iv. The proposed Engineer-in-charge (EIC) detailed for the work will also be part of the team during Planning.
 - v. For the purpose of planning, ATA will send the advance copies of drawings to all concerned officials and call for necessary comments or data (like wiring diagrams etc) as the Case may be and the detailed working drawings shall be finalized by him taking such comments/ data for consideration& further mutual discussions if necessary.
 - vi. ATA will hand over all Good for Construction drawings to the project Engineer-in-charge of work for execution and will also provide clarifications whenever required.



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- vii. Preparation of Preliminary estimate and vetting by ATA.
- viii. Preparation of preliminary estimate and indication of funds allocated/ budget ATA head etc by the client /user.
- ix. Preparation of detailed estimate for main building and all services (Civil, Electrical & Mechanical).
- x. Appointment of consultant (If required).
- xi. Preparation and submission of plan to statutory bodies like pollution control board, Inspector of factories with the help of P & A.
- xii. Obtaining approval of plans by above bodies.
- xiii. Obtain approval from CFEES where applicable.
- xiv. Preparation of site/ soil data including inspection of the site.
- xv. Soil investigation test to be carried out if not done in the vicinity of the proposed area.
- xvi. Preparation of schedule for work.
- xvii. Fixing of completion period for work in consultation with user/client/consultant etc.
- xxviii. Obtaining administrative approval.
- xix. Preparation of bill of quantities and specifications.
- xx. Preparations of Notice Inviting Tender (NIT) and advertising the same in media concerned.
- xxi. Call of tenders and pre-bid meeting (Wherever required).
- xxii. Receipt of Tenders.
- xxiii. Preparation of CST and tender Proposal.
- xxiv. Negotiations with L1 [wherever required] on approval.
- xxv. Proposal for award of work and issuance of acceptance letter.
- xxvi. Obtaining financial concurrence.
- xxvii. Tender Documents shall be filed in respective departments like Civil/TSD/CPED etc.
- xxviii. Names of EIC & SIC shall be appropriately incorporated in the contract.

b) Post – Contract Finalisation:

- i. Technical Scrutiny of deviations, Non-tendered items and Bills.
- ii. Scrutiny of Contract agreement and forwarding Bank Guarantee submitted towards security deposit, mobilization advance to finance etc.
- iii. Issuance of attested copies and work orders.
- iv. Periodically check, verify and endorse all site records.
- v. The inspection of ATA is not to be confined only to issues concerning progress, co-ordination etc., ATA is required to inspect the site to check quality of work etc., Inspection note is to be issued invariably for each inspection carried out by the above Officers.



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- vi. An inspection register is to be maintained at site through internal memo to of the work and inspection notes are to be entered in these registers. EIC, & SIC must review the inspection notes on subsequent visit to ensure its compliance.
- vii. Authorise hindrances in the “**Hindrance Register**”.
- viii. Fulfilment of contractual obligations like labour license, Security Deposit, renewals of BG if submitted towards SD and Insurance policies etc.
- ix. Approvals for the materials if not available in the approved manufacturer’s list.
- x. Preparation of as-built drawings in co-ordination with execution team.
- xi. Co-ordination with consultant in preparation of as built drawings.
- xii. Discussion with contractor and obtaining time schedule from contractor.
- xiii. Execution of work and contract management.
- xiv. Quality Control & Assurance.
- xv. Settlement of Accounts including release of SD.
- xvi. Testing and Commissioning of Plant& Machinery.
- xvii. Completion and handing over of Work to the user/client.

2.3 ENGINEER-IN-CHARGE:

a) GENERAL:

- i. Engineer-in-charge (EIC) shall be professionally qualified officer.
- ii. In case of major projects it should been ensured that the EIC is an officer of appropriate seniority with extensive experience in the respective field. In such a case a deputy EIC can be nominated to assist EIC.

b) PRE – CONTRACT FINALISATION:

- i. Check the entire consultancy services rendered by the Consultant for its economy, structural soundness and conformity to standards/ statutory provisions and submit for approval of Senior Manager/Chief Manager.
- ii. Shall assist ATA during pre-contract.
- iii. Check the estimates, drawings, prepare proposals of work, measurements, bills prepared by the supervisors for correctness and acceptability as per standards, specifications and contract terms preparation / checking any other document required in connection with the work at planning as well as tendering and execution of works including maintenance works, departmental / through contracts.

c) POST – CONTRACT FINALISATION:

- i. Engineer-In-charge will be responsible for supervising and administering the contract and the work, certifying the payments due to the contractor, valuing variations to the contract, recommending extension of time and valuing compensation events.
- ii. Engineer-in-charge may further nominate his representative(s), Site In-charge (SIC) and notify to the contractor.



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- a) Ensuring that the Contractor has taken the requisite insurance policies to cover workmen under the workmen's compensation act and third parties liability as per the contract. The policies should be effective from the date of commencement unless otherwise approved by the competent authority.
- b) Shall supervise overall and administer the Contractor / Consultant and any other agencies engaged by the department, valuing variation in the contract such as Non Tendered Item rates and recommending extension of time/ revoking liquidated damages.
- c) Shall be overall responsible for the works carried out at all stages including Planning, Tendering, Execution timely completion of work by adhering to requirement of all applicable standards to ensure quality, economical and structurally sound construction/functional installation.
- d) Shall issue site orders in the Site Order Book.
- e) Shall issue notices to the Contractor as per the agreement.
- f) To take charge of objects of value and antiquity found on site or in excavations, immediately after their discovery, to hold them in safe custody and to hand them over to the competent authority of the company for further action.
- g) To arrange periodical re-conciliation of cement and steel account and ensure that proper recoveries are affected from Contractors running account bills.
- h) To receive running account bills from the Contractor and to forward them after checking to the competent authority with his comments and recommendations and accompanied by all supporting documents.
- i) Certify payments to the Contractors as per the contract terms and recommend rates for Non Tendered Items by ensuring that the rates are reasonable and not higher than the market rate.
- j) Check, verify and endorse the hindrances in the hindrance register for approval.
- k) Taking physical measurements with SIC, checking of measurement and forwarding of running / final bills and all related document connected with the contract.
- l) To receive the final bill from the Contractor, to check it, and forward it with his comments and recommendations to the competent authority with all the supporting documents duly attached, expeditiously so that payment can be made.
- m) Shall certify PF / ESI pay of contracts.

2.4 SITE IN CHARGES:

- a) SIC shall be directly responsible for supervising the work being executed at site on his behalf of EIC. However overall responsibility, as far as the work is concerned will be vested with the Engineer-in-charge.
- b) Carryout all instructions of the superiors under whom they are posted as subordinates for the related tasks /works assigned to the department with full devotion,, to achieve satisfactory results acceptable to the superiors and in related activities of the department connected with Project works/ Minor works and all types of Maintenance work.



CHAPTER – 3
TYPES OF WORKS

3.0 CLASSIFICATION OF WORKS:

All works / services are classified into three broad categories:

- a) Original works (Capital works).
- b) Repairs (Revenue works).
- c) Maintenance & Services (Revenue works).

3.1 ORIGINAL WORKS:

ORIGINAL WORKS CONSIST OF:

- a) New Civil constructions including interior / exterior decoration works & infrastructure development and other Engineering works like Electrical, Mechanical, HVAC (Heat Ventilation and Air-Conditioning), Crane, Low Voltage Works, Fire Alarm / Sensor. Access Control, CCTV (Closed Circuit Television), Computer Networking, Fire Fighting, Compressed Air Lines, lighting and power requirements etc.
- b) Additions & Alternations to the existing buildings including interior & exterior works, arising from administrative or technical / Engineering reasons, works necessary to bring into used newly purchased or previously abandoned buildings, roads, installations and services.
- c) Restoration of any property rendered totally unusable / uninhabitable.
- d) Civil and other engineering works related to installation of Plant and Machinery.
- e) Plant & Machinery works viz. planned Retro fitment / Replacement / Reconditioning / Refurbishment works shall be processed through IMM-BU in case of BG and through CPED - IMM in case of KBC.

3.2 REPAIRS / MAINTENANCE WORKS:

These consist of:

- a) Work undertaken to maintain & restore original physical condition & functional performance of an asset as per design standards.
- b) Periodical services like white washing, distempering, painting to buildings, electrical & mechanical installations and equipment including, Maintenance of Roads.
- c) Works like plastering, replacement of doors and windows, roof, false ceiling, flooring, replacement of water supply fittings / lines, sewage lines, resurfacing of roads, Water proofing, Roof sheeting, repairs to storm water drain, etc., which are required as and when the necessity arises and is noticed during inspection by the supervisory staff whether suo-moto or on complaint from allottee / user.
- d) Modification, Additions and Renovation work without increasing floor area to be considered as repair / maintenance work.



3.3 MAINTENANCE SERVICES:

Maintenance services comprises of General and Engineering Services

a) **General Services:**

Includes the following:-

- i. Housekeeping & Sanitary Services.
- ii. Landscaping & Horticulture and Gardening.
- iii. Pest Control Management.

b) **Engineering Services:**

Includes the following:-

- i. Civil, Electrical & Allied Maintenance
- ii. Operation & Maintenance (O&M) of Electrical Power Distribution and Maintenance including Low Voltage Systems.
- iii. O & M of Utilities for Water Supply and Water Treatment Plant (WTP), Boiler House, Pumphouse etc.
- iv. O & M of Waste Water Systems like ETP, STP.
- v. Solid waste management (Municipal, Hospital & e-waste etc.)
- vi. Maintenance of Swimming Pool and Allied Sports Facilities.
- vii. O & M of Fire Alarm & Fire fighting system.
- viii. O & M of plant utilities with A/C plant, compressor & DG set.



CHAPTER – 4

APPROVALS & SANCTIONS

4.0 ORIGINAL WORKS (CAPITAL WORKS):

For purposes of administrative control, original works are divided into two categories:

- a) Major works, i.e. those costing more than Rs. 50 Lakh each.
- b) Minor works, i.e. those costing up to and inclusive of Rs.50 Lakh.

4.1 The following are the four main stages before an original work can be undertaken:

- i. Acceptance of necessity.
- ii. Appropriation of funds.
- iii. Administrative Approval.
- iv Technical Sanction.

4.1.1 ACCEPTANCE OF NECESSITY (AoN):

Acceptance of necessity denotes acceptance by the competent authority of the need for execution of work proposed at a cost not exceeding the limit specified. However, the approval of annual capital budget / detailed project report of special projects by the Board / Government may be taken as acceptance of necessary in respect of works included in the budget / detailed project report.

- a) For works not covered under capital budget, acceptance of necessity shall be approved by CFA with the concurrence of finance.
- b) The powers to accept the “Necessity for works” of emergent nature not included in the Capital Budget shall be applicable as per DOP.

4.1.2 PROCEDURE FOR SANCTIONING OF WORKS:

The following procedure shall be adopted for initiation and sanction of original works (Capital works):

Initiation of demand: Initiation of demand will be made by User Department with full justification and benefits that will accrue to the company. While initiating the demand existing facilities are to be analysed towards their utilization. Detailed statement of case is to be prepared by the User. Appropriate Technical Authority will examine the proposal and accord approval which will include the following.

- i. Nature of work.
- ii. Requirements and justifications.
- iii. Special requirements and Broad specifications.
- iv. Time frame.
- v. Rough cost estimate based on Market Rates on plinth area basis / Past data on works executed with escalation / norms developed for the purpose of budgeting.
- vi. Line plan (layout Drawing).
- vii. Site plan.



4.1.3 CONSIDERATION OF DEMAND:

Consideration of demand is essential at Divisional / Unit / Corporate office level and will be accordingly included / projected in the annual Capital Budget. In case of emergent nature of work where it is not advisable to wait for the annual capital budget, the specific cases will be dealt with separately by CFA in consultation with associated finance. In case the requirement exceeds DOP of emergent powers, a separate Board paper may be initiated by user department in concurrence with the Finance and Head of Division / Unit.

4.2 APPROPRIATION OF FUNDS:

- a) Appropriation of funds means concurrence by the Finance and approval by the competent authority according to administrative approval of funds needed for the works by appropriation from the approved capital budget.
- b) In cases where capital budget is approved for the work required to be undertaken, it shall be presumed that AoN phase is completed and funds are appropriated by referring / noting the budget head.
- c) Re-appropriation of funds to be made in the case of necessity and that to limited to relevant category on approval of divisional head with financial concurrence.

4.3 ADMINISTRATIVE APPROVAL:

- a) Administrative approval means sanction of the competent authority as per DOP to the execution of any work at a stated cost.
- b) PRELIMINARY SURVEY: On receipt of initiation of demands by user department, the ATA will examine / review the proposal to see whether the proposals are prima facie acceptable and whether the requirements of the user department cannot be met by any other alternative / more economical means. Where the ATA can suggest an alternative, this will be done under advice to competent authority to accord administrative approval and the remarks of the user department will be obtained. Where no alternative arrangement can be suggested or is acceptable to the user department, the ATA will examine the proposal from the feasibility aspects, draw-up a rough estimate on a "not exceeding" basis and also estimate the time required for execution of work.
- c) With reference to the clause 1.2 (e), cost of demolition means the cost incurred to demolish the asset including clearance, transportation of debris etc.
- d) Layout plans of the project / buildings showing the arrangements of building and plinth area of each building wherever required are to be included for approval.
- e) Administrative approval of CFA for both capital & revenue works will be obtained on the basis of preliminary / abstract, not to exceed estimate along with financial concurrence. Standard format will be adopted for this purpose. (Annexure- A). Wherever capital budget is required to be appropriated the C.A.R is to be adopted. (Annexure – B).
- f) In case a Consultant / Architect is required to be engaged then administrative approval for engaging Consultant shall be taken from Head of the Division with the concurrence of divisional finance and award of the work shall be as per DOP. It is essential in such cases to ensure that conflict of interest is avoided.



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- g) Provision for contingencies at 10% for works costing above Rs.100.00 Lakhs and 5% for works costing below Rs. 100.00 Lakhs and for establishment charges at 3% for both may be provided.
- h) The provision of contingencies is intended to cater for items of items of expenditure on testing of samples, including advertisements, photographs, cost of foundation stone, temporary works required during construction, increase in tender rates / deviations / price adjustment / escalation if any etc. This may be utilized for purchase of equipment such as Theodolite, levelling instruments, measuring instruments, shelves, oven, PC's, vehicle etc. Provision of 3% for supervision can be utilized for temporary work-charged staff required for supervision of the respective work. The expenditure for the above may be incurred with the approval of ATA within the administrative approval amount.
- i) Copies of the administrative approvals will be forwarded to the user department, Finance and Accounts Department. The Appropriate Technical Authority is authorized to incur expenditure within the administrative approval only on works covered by administrative approval.
- j) Savings from the administrative approval will not be utilized to meet excess in respect of works covered by other administrative approval without the approval of CFA as per DOP.
- k) The Appropriate Technical Authority is authorized to incur expenditure within the administrative approval only on works covered by administrative approval.
- l) If after the administrative approval is accorded, the scope of work is reduced, the administrative approval will also be correspondingly reduced by the competent authority. The Appropriate Technical Authority will not incur expenditure on items so abandoned.

4.4 TECHNICAL SANCTION:

This term denotes approval of the competent authority to the scheme and detailed estimates of works proposed to be carried out for which administrative approval has been obtained. Technical sanction is to be accorded as per format prescribed in Annexure-C.as per DoP.

Schedules of work will be prepared by engineering staff and technically sanctioned by the appropriate authority. Technical sanctions will be supported by detailed plans, specifications, and estimates as the case may be. The schedule of works will be in accordance with the initiation of demand so far as the scope of work and scales are concerned.

For works below Rs.50 Lakhs the technical sanction can be obtained along with administrative approval.



CHAPTER – 5

ESTIMATES

5.1 PRELIMINARY ESTIMATE:

- a) The line sketch of the project according to the requirements should be prepared in consultation with the indenter / user. Preliminary estimate is required to be prepared on the basis of guidelines of Bureau of Public Enterprises (BPE) / CPWD, updated suitably or based on market / TC rates to give an idea of the approximate expenditure involved in the proposal.
- b) Provision for services like sanitary, water supply, drainage, electrical installations, pollution control, effluent treatment etc., can be made on the basis of percentage of estimated cost of building, as considered reasonable according to the specifications to be adopted. In case, where the cost of such subheads is disproportionate to the cost of building, these may be shown as per the actual requirement.

5.2 DETAILED ESTIMATE:

- a) On receipt of administrative approval for a proposal (based on preliminary estimate) detailed estimates are prepared based on technical designs and specifications. Specifications incorporated in the detailed estimates should be precise and comprehensive and should be carefully drawn. Authority according technical sanction should satisfy that the technical aspects of the proposal and estimates are based on adequate data.
- b) In case of major projects, data for preparing estimates should be collected from the local authorities / Unit. Soil investigations and tests to determine the safe bearing capacity of the soil shall be conducted, wherever required.
- c) The estimate will be based on specifications and detailed working of quantities and rates with an abstract showing the total estimated cost of each item, for major projects.
- d) The estimates are to be prepared based on the latest standard schedule of rates of CPWD (DSR)/ State PWD. If the rates are for an earlier period, the rates should be escalated by DSR or a suitable factor (price Index) to be worked out once in a year considering the market rates, recording the basis i.e. rates appreciated for the material/labour. Standard conditions while estimating the rates are also to be recorded. In respect of work of a special nature the estimates so prepared are to be adjusted for extraneous factors and adequately justified.

Detailed estimate should cover the entire scope of work including Civil, Electrical, Crane, Lift & Air-conditioning and also all connected services including provision for security & fire protection measures at the planning stage itself.

Detailed estimate should have approval of the competent authority before the work is tendered or undertaken for execution. The proforma for items and quantities and abstract cost will be as per Annexure-D, Annexure–E respectively. Care shall be taken to ensure that the estimates are realistic and cover all the items of works. In case any item is not available in any of the schedules referred to above, the item has to be analysed as a new item and adopted on the basis of already accepted rates or on the basis of market rate analysis.

- e) For horticultural works, estimates shall be made, based on DSR / market rates and also considering subsequent maintenance cost involved.



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- f) In case of emergency works necessitated to be undertaken due to fire, power failure, breakdown of services, customer requirements, floods etc., work may be commenced without a detailed estimate or formal technical / administrative sanction. In all such cases, an immediate report shall be given to the competent authority accompanied by a preliminary estimate. This shall be followed by a detailed estimate / actual expenditure within one month from the date of completion.
- g) A work may be divided into groups for execution by different agencies or at different times but the total of expenditure shall be within the sanction.

5.2.1 The items which are not covered in DSR and items required to be standardized shall be listed by ATA at KBC annually and circulate with market rates to all units of BDL. Such list of items proposed to be standardized shall include short-listing of brands to be used for construction. The market survey of these items shall be made by committee consisting of Civil engineering, Finance and P&A members.

- a) Past procurement rates as per previously executed WOs with suitable escalation can also be used for estimation if work executed is not beyond two years old and the WO is not placed on nomination basis.
- b) The estimate should not contain items with conflicting, vague and ambiguous provisions resulting in disputes, delay and financial losses.
- c) **“Rate only”** items without giving quantity against the item should not be provided in the estimate or bill of quantities in the tender, to the extent possible.
- d) In cases where designs including their estimate are submitted by specialist firms and tenders are based on such designs, technical sanction will be accorded on the basis of accepted design and estimate during Administrative Approval stage.
- e) After according Technical Sanction/Administrative Approval, no deviation whatever should be made from the sanctioned specifications unless:-
 - i. Such changes are necessitated by unforeseen Technical reasons and do not alter the scope of work.
 - ii. The specifications substituted are more economical than those provided for in the administrative approval.
 - iii. The total cost of the project as administratively approved is not exceeded.
- f) Once technical sanction is issued, the same will be revised only because of Engineering / technical reasons such as site conditions necessitating changes in designs, drawings, specification, and material used etc.
- g) In respect of work ordered through deviation orders / amendments to a contract, technical sanction will be accorded for the deviation orders / amendments.
- h) The following shall be ensured while obtaining the technical sanction for detailed estimate.
 - i. The required particulars are furnished.
 - ii. The relevant rates as per BDL / CPWD schedules of rates suitably updated to bring it on par with the market rates / market rates as applicable have been adopted.



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- iii. The budget head indicated is correct.
- iv. CFA is correctly indicated.
- v. The quantities, rates and amounts are correctly worked out.
- vi. Appropriate specifications, terms and conditions are considered and included.
- i) The estimates will be technically scrutinized by ATA, and subsequently put up through concerned Finance, who shall check the estimates and budget availability, for obtaining the technical sanction from the CFA.

5.3 TIME PERIOD OF COMPLETION:

Standard schedule of contract periods for building works in standard formats is placed at Annexure – F. In case of time bound project or the completion of work is critical, suitable time limit may be considered by ATA.

ATA shall also indicate milestone for review of the work progress for works above Rs. 50 Lakhs. These milestones are discussed in pre-bid meeting and shall be part of the work order to monitor the progress of the work.

5.4 CHANGES IN SCOPE OF WORK:

After approval, if Scope of Work is required to be changed then the same shall be done with the approval of CFA indicating the reasons required for Change in scope of work. In case of change in scope after Board approval, the Board shall be kept informed of the change and the reasons thereof.

5.5 CAPITAL COMMITMENTS / EXPENDITURE:

Items are to be committed / expenditure incurred in the year for which it has been sanctioned, where a commitment cannot be made in time the proposal has not been dropped, the requirement of funds will be included in the capital commitment and expenditure budget for the ensuing year.

5.6 REPAIRS (REVENUE WORKS)

- a) **ORDINARY REPAIRS AND PERIODICAL SERVICES (ORPS):** For incurring revenue expenditure towards ordinary repairs and periodical services such as distempering / painting / white washing / cement painting / Exterior Emulsion/ any other paint/roads painting etc., including maintenance / repairs of buildings, roads, water works, etc, for which necessary funds are provided through performance Budget, a Term Contract valid for a period of TWO years to be entered into stipulating rates for each of the repair work / services, with the revenue Administrative approvals of the competent authority.
 - i. For all proposals for repairs concurrence of finance will be obtained in the SCR.
 - ii. Admin. Approval. Shall be obtained from competent authorities as per Para 4.3(a) [Administrative Approval] and this should be intimated to finance in the standard format for purposes of budgetary control. For this purpose, the Engineering Department will maintain Periodical Services Measurement Books (PSMB) in the standard format (Annexure–G & H). This will indicate details of various buildings to be painted / distempered



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/ colour washed areas thereof and the date on which services were last rendered. Maintenance of such a book enables the ATA to ensure that the services are rendered as and when they fall due. It will also enable prompt payment of bills, as the area once measured will remain the same unless conditions and alterations are carried out.

- b) **ESTIMATES FOR REPAIRS AND PERIODICAL SERVICES:** Estimates for repairs and periodical services debit to revenue head will be initiated by the Engineering Department sometime in June (RE of the current year and BE of the forth coming year) and the necessity for repairs and periodical services critically examined. A plan of action for Revenue Budget for the year will be made indicating amount FINAL to be spent under each Head. The total projected expenditure as approved by the CFA, in consultation with associated finance will be reflected in the performance budget under "Repairs to Buildings, Roads etc" / Plant and Machinery etc.
- c) **MAINTENANCE SERVICES:** The Engineering Department will also draw-out a plan and submit estimates for routine maintenance works like housekeeping, horticulture, water supply, AMC for Electrical, AC etc., for the current year and next year separately covering all these works and the same approved by CFA in consultation with associated Finance at the beginning of each year.

5.7 REPORTING:

- a) A Daily Diary Register will be kept in the Engineers Office or at the Site Office. The Contractor or his representative will furnish every day, details of work for the day preceding and the Diary will be written up every day and jointly signed by the Engineer and the Contractor or their representatives in token of its correctness. This shall be applicable for all works costing more than Rs.50 Lakhs.
- b) In order to ensure the abnormal delays in works / services are brought to the notice of the Management, it is necessary that a system of review and reporting is introduced. Weekly progress has to be reviewed by EIC for all works costing more than Rs.50 Lakhs. For all other works the review of progress can be on monthly basis.
- i. The following monthly reports should be submitted to the Divisional Head of Civil / Plant Eng. and GM (Fin) and Head CC by the 7th day of the succeeding month.
- Status of capital commitments approved, anticipated and balance yet to be committed etc., as per standard format (Annexure-I).
 - Progress report on capital works as per standard format (Annexure-J).
 - Statement of cases in which final bills have not been paid within Six months of submission by contractors as per standard format (Annexure - K).

5.8 DEPOSIT WORKS:

"Deposit works" are those works of construction or repairs, the cost of which is not met out of company funds, but being financed by other Govt. Depts and Customers. Supervision charges for such works should be included in the proposals / estimates and realized as per the terms of the agreement between the Govt. department/ Customer and BDL.



5.9 PREREQUISITES FOR EXECUTION OF WORK:

- a) Assist P&A Submission of Plans to Local / Statutory bodies as applicable.
- b) On receipt of administrative approval from the competent authority, where the scheme includes multiple disciplines like civil, electrical, air-conditioning, sanitary installation, horticulture work, lift etc., the concerned executing Department Section in respect of these disciplines is immediately informed by the Contracting Department along with copies of the relevant portions of estimates, plans etc. to initiate further action. A project manager may be nominated by the executing authority in 'such cases to co-ordinate with the various Departments until the work is completed.
- c) After approval from the competent authority and on receipt of the detailed drawings for the works, the Civil/concerned Department shall furnish the drawings to HR / concerned Department for obtaining approval from the Inspector of Factories, where required. In the meanwhile Civil/concerned Department shall go through the tendering process for award of works. It is to be ensured that approval from the Inspector of Factories, where applicable, is obtained before the commencement of the work.
- d) Executing Department shall ensure that necessary approvals are taken from local bodies, statutory bodies like Pollution Control Board, Electrical Inspectorate, fire authorities, explosive design approving agencies etc., as applicable.
- e) In all cases where the Company has to depend on the Local Municipal authorities for the provision of external services viz., road, drains, water supply, sewerage, disposal, electrical connections, etc. action should be initiated simultaneously by the executing Department for timely availability of these services.

5.10 SCOPE OF SANCTION:

- a) Deviations from original administrative proposal, if necessitated, may be made with the approval of the authority which accorded the administrative approval, even when the cost is within the sanctioned expenditure.
- b) No religious edifice should be destroyed or injured in the execution of works without the full and free consent of the persons / institutions interested in, or without the concurrence of the appropriate Govt. / Local authority within whose jurisdiction such edifice stand.



CHAPTER – 6

REGISTRATION OF CONTRACTORS & CONSULTANTS

6.0 REGISTRATION:

Registration can be done whenever any agency / contractor requests BDL. The applications shall be hosted in website to enable the contractors/ consultants to apply for registration. The Registration/ Enlistment of Contractors / Consultants will be valid for Three years. Registration will be done commonly for all divisions for consultancy and identified specialised works.

The new registration requests / applications will be processed on quarterly basis. The acceptance / rejection of the application is communicated to the contractor / consultant immediately on finalizing. The list will be reviewed by a standing committee and updated every year and is required efforts shall be made to invite more contractors / consultant by way of hosting in BDL website, displaying notice of invitation in the PSUs / CPWD / MES. The suggested categories for registration of Contractors and service providers are placed at Annexure- AF and the list can be reviewed annually.

All the registered Contractors & Consultants shall be allocated vendor code by CC (Corporate Commercial) and details shall be maintained in the Vendor Master. The necessary details shall be forwarded by ATA to CC.

Contractors shall register centrally, for registration, a contractor has to submit an application Online. CC will forward all applications along with EMD to Dept. Head CE for scrutiny. Format of applications for contractors and consultants (Service Providers) are placed at Annexure – AG & AH respectively.

The applications of agencies will be screened keeping in view of the following parameters:

- a) Professional competence
- b) Nature of works in which the firm is experienced
- c) Financial standing
- d) Organization and supervisory staff
- e) Past proven performance in BDL, other PSU's/Govt. Departments
- f) And other Premier private Organizations/Industries.
- g) Registration in professional bodies like Indian Institute of Architecture, etc., as applicable.

6.1 GUIDELINES:

- a) **Fixing Eligibility Criteria:** It is necessary to fix the eligibility criteria for Registration / enlistment of Construction agencies in advance. The minimum eligibility criteria shall be based on experience of similar works of last 7 (Seven) years with proof of satisfactory completion, registration with other organizations, financial standing etc.
- b) **Annual Turnover:** Average annual financial turnover during the last 3 years, ending 31st March of the previous financial year, shall be at least 30% of the estimated cost of the work. They should have been active business in the last three years.



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- c) **EXECUTION OF SIMILAR WORK:** Experience of having successfully completed similar technical nature of works during last 7(Seven) years ending last day of month previous to the one in which applications are invited should be either of following:
- i. Three similar completed works each costing not less than the amount equal to 40% of the approx. estimated amount put to tender.
Or
 - ii. Two similar completed works each costing not less than the amount equal to 50% of the approx. estimated amount put to tender.
Or
 - iii. One similar completed works costing not less than the amount equal to 80% of the approx. estimated amount put to tender.
- d) **SOLVENCY CERTIFICATE:** The construction agency/consultancy should have liquid assets / availability of credit facilities in Credit lines / letter of credit/solvency certificate/ certificates from Banks for amount not less than the equivalent of the estimated cash flow for three months in peak construction period of the project for meeting the funds requirements etc.
- e) Detailed applications shall be available in BDL website & contractors/ consultants can apply online. The hard copies of the documents ink signed with seal shall be submitted along with a notified EMD to BDL. These applications are reviewed by a Screening committee and approved contractors / consultants are registered. The EMD of the rejected applications shall be returned with a covering letter to the applicant.
- f) **EVALUATION / EXAMINATION OF APPLICATIONS:**
- i. The Applications from the agencies will be scrutinized by a screening committee approved by ED/FD. The tenure of the committee shall be for a period of one year. The members in the screening committee will be selected based on expertise.
 - ii. The committee should comprise a qualified experienced Civil / Electrical Engineer for Evaluation / examination of technical matters / project handling capacity. The suggested committee is as follow.
AGM/ DGM - Chairman
Finance Representative - Member
Plant Maintenance / Civil rep. - Member Secretary
Other members may be selected based on the requirement and expertise needed.
 - iii. Evaluation of applications should be done on the basis of credentials submitted after due verification. Physical verification of works executed by the construction agencies may be done (with reasons recorded) for assessing the quality and technical capability / details only, in case the supporting documents / certificates claimed in support of the works executed including response to any clarifications / additional details are found insufficient to asses suitability.
 - iv. To assist in the examination and comparison of applications for registration / enlistment clarifications may be called on application / credentials submitted. The request for clarification and the response shall be in writing or e-mail only.



6.2 CATEGORY & STANDING EARNEST MONEY DEPOSITS:

a) Where the financial standing and background of a contractor has been duly verified, to the

Category of Registration	Value of works	Standing EMD Amount in Rs.	Solvency Required in Lakhs
A	Below 5 Lakhs	10,000/-	1.5
B	5.001 Lakhs to 15 Lakhs	20,000/-	3
C	15.001 Lakhs to 25 Lakhs	30,000/-	6

satisfaction of Appropriate Technical authority, such contractor may be permitted to make, in the prescribed form, a standing earnest money deposit as specified blow, which may be held as common deposit towards earnest money in respect of the several works for which he may submit tenders. The amount of Standing Earnest Money Deposit shall be as follows (interest free):-

Note:

- i. Contractor having standing earnest money deposit will be allowed to quote for the works up to which they are registered. They can quote for any number of works within their registered category.
- ii. Standing EMD shall not be collected from consultants. For the consultants upper limit of works for which they can extend consultancy shall be prescribed based on their past experience.
- iii. An amount of Rs. 500/- shall be collected, towards registration fee which is non-refundable from all contractors/consultants/architects.
- iv. The amount of Standing Earnest Money Deposit will not carry any Interest.
- v. Information on Registered Contractors shall be shared among various BDL Units and hosted in website.

6.3 REVIEW / UPDATING OF LIST OF CONTRCTORS / CONSULTANTS:

- a) Unless circumstances warrant an earlier review, a Contract / Consultant's registration status will remain valid for a period of 3 years from the date of approval or the date of any review that confirms the status.
- b) After submission of their application for Registration, Contractor / Consultants must notify BDL promptly, if there is any:
 - i. Substantial change in their financial or technical capacity.
 - ii. Change in their business (such as company name, address).
 - iii. Change to ownership or holding, including any transfer of key personnel.
 - iv. Any other significant change in information provided in the application for registration / enlistment.



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- c) Any registered contractor wishes to upgrade the category of their registration is required to submit fresh application with necessary eligibility documents and fees.
- d) All above cases will be scrutinised by a standing committee.

6.4 REGISTRATION CONDITIONS:

- a) Registration entitles a Contractor/Consultant to be considered for invitation to tender within categories of works and services for which they apply and are qualified. It does not obviate the need for the Contractor/Consultant to fully comply with the Conditions of Tendering and other Contract Conditions that may apply to a particular project or tender invitation.
- b) By signing the application form and applying for registration with BDL, Contractor/Consultant agrees to accept these Conditions of registration / enlistment.
- c) Inclusion on the panel of Contractor/ Consultant does not assure an invitation to tender or an engagement of services. Units of BDL may operate Panel of registered Contractors or may choose to advertise for tenders for special requirements/projects not envisaged.
- d) Registration of a Contractor/Consultant does not automatically entitle him to be issued with tender documents. Based on his performance / quality, issue of tender documents can be stopped temporarily for a specified period on recommendations of Engineer-in-Charge after taking approval of Head of the Department. The Head of a Department can revoke the non-issue of tenders after satisfying himself about the performance of the Contractor. Reasons for non-performance to be recorded in either case.
- e) The limit up to which works can be entrusted to a registered Contractor/Consultant as individual works and also the aggregate value of works that the firm can handle at one point of time should not normally exceed four times the value of the upper limit for which the firm is registered. However, such cases should be decided on merits.
- f) The approved list of Contractor/Consultant as also any changes thereto should be furnished to the Head of Finance after its approval by the competent authority. The details are also maintained in CIM system.
- g) All deletions shall have the prior approval of competent authority.
- h) Contractor/Consultant not already on the approved list of BDL can also tender for works in BDL. Such contractors, while applying for tender documents, should furnish details of their past experience, financial standing, income tax clearance certificate etc., and only after being reasonably satisfied on the basis documents furnished that the Contractors are competent to undertake the works in question will the tender documents be issued to a contractor. In case of e-procurement such bidders may be mapped on verification of credentials allowing them to participate in the tender or alternatively allow an additional form to be filled by non-registered bidders which need not be encrypted and whose bids shall be considered if their credentials are satisfactory.
- i) Any adverse report on the performance of the Contractor/Consultant shall be intimated to all Divisions / Corporate Office immediately.
- j) The Consultant / Architect shall be responsible for ensuring confirmative to all applicable statutory requirements and building by-laws as applicable for the project designed by them.



- k) Consultant shall adhere to the provisions of the Architects (Professional Conducts) incorporated under the Architects Act in-force.

6.5 SUSPENSION:

- a) BDL may, in its absolute discretion suspend Contractor / Consultant who, at any time, is considered to have breached any of the registration conditions or has performed in an unsatisfactory manner and / or has habit of unfair claim against the company.
- b) Before such action is taken, the Contractor / Consultant will be given details of the matters prompting the decision and will have an opportunity to show cause, why registration should not be suspended or cancelled and the contractor/Consultant de-empowered.
- c) A determination by BDL of any application for registration / enlistment or for reclassification, suspension or de-enlistment is at its absolute discretion.
- d) Contractor / Consultant may be removed from the approved list for the following reasons:
- The standard / quality of work have been unsatisfactory.
 - His rate of progress in the execution of work has consistently been unduly slow.
 - He fails to quote for the works consistently for one year.
 - He has a habit of pressing unfair claims against the company.
- e) However, while removing the name of the Contractor/Consultant from the approved list as show cause notice shall be issued to the contractor listing the reasons why the contractor is liable to be removed from the approved list. Reply to the show cause notice to be considered and then order to be passed. Any registered contractor/consultant can withdraw his application/ registration at any stage during the period of three years and his standing EMD shall be returned after deducting any dues and after verifying that there are no pending contracts. This shall not be considered as suspension. They will not be eligible for applying for registration again for a period of one year.
- f) BDL will not be liable for any costs or damages incurred in the above exercise of such discretion.
- g) Suspension in one unit will be applicable for all units of BDL and their bids in open tender will be rejected at initial stage itself. Suspension is valid for a period of 2 years and their standing EMD amount shall be forfeited.
- h) All suspensions shall have the prior approval of FD, with reasons recorded.
- i) All "D" rated contractors and consultants (Service Providers) list is submitted to a standing committee. The committee consisting of CC, CE, CPED, TSD, P&A. The committee will study and recommend suitably. The committee also will review the existing orders / contracts. normally punitive actions referred above are for a specific period of time which is two years unless otherwise recommended by the committee.

6.6 BLACKLISTING :

Contractors / Consultants from Master List shall be blacklisted on the following grounds:

- a) A Government Order to that effect.



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- b) On receipt of the orders from Government of India, CC shall put up the case to concerned Functional Director and with necessary approval, blacklist the firm and communicate the same to the firm if it happens to be a registered in BDL.
- c) If the firm is found guilty of malpractices such as bribery, corruption, fraud, substitutions etc.,
- d) Data of blacklisted firms shall be maintained by Civil / PED / TSD and CC is placed in BDL website and inform other MoD and Other PSUs.
- e) BDL Contractors/ consultants Vendors are advised not to outsource any job to the black listed firms.
- f) It is ensured by CC that Civil / PED/ TSD of all divisions are informed about the blacklisting of the firms, so that no further enquiries are floated on them.

6.7 CONFIDENTIALITY AND PUBLICITY:

- a) Information provided to BDL remains confidential except for Divisions and Offices of BDL who use the Panel to select Contractor / Consultant for their construction projects and external assessors who assist with process for registration / enlistment.
- b) BDL may use external assessors to assist with the applications and reviews of registered / enlistment. In these cases, the external assessors will be required to maintain confidentiality of all information received.
- c) Registered Contractor / Consultant should not advertise, promote or publish their registered enlistment status without the prior written consent of BDL.



CHAPTER – 7

CLASSIFICATION OF TENDERS

7.0 TYPE OF TENDERS:

The following are the type of Tenders to be invited to conclude a contract.

- a) Open Tenders.
- b) Limited Tenders.
- c) Single /Nomination /Proprietary Tender.
- d) Restricted Tender.

In the case of service tenders such as annual maintenance contract / hiring of vehicles / labour contract etc., estimated value for the total period for which the work is tendered, shall be considered for deciding the mode of tendering and approval from CFA may be taken considering the total term of contract.

Total value of Tender shall be = Total period for which tender is consider X
Estimated value per annum.

Total value of tender = Pervious total value + Present renewal Proposed.

7.1 OPEN TENDERS:

- a) **WITHOUT PRESS ADVERTISEMENT:** Works Costing less than Rs. 50 lakh & more than Rs. 25 Lakhs shall be invited as open tender through the BDL website, CPP Portal along with sending copy of the NIT to the Category 'C' Registered Contractors, BDL notice Board and other known sources if any. The tender information with web site URL and tender id description of work etc. is communicated to Local PSUs / MES and CPWD for display in their notice boards.
- b) **THROUGH PRESS ADVERTISEMENT:** Open tender system shall be followed for all the works costing more than Rs.50 Lakhs by advertising in newspapers along with procedure followed for open tenders without press advertisement.

In open tender, agencies / contractors shall be prequalified. The prequalification can be done in techno commercial bids, but before the price bids are opened. The prequalification requirements shall be fixed based on the guidelines issued by CVC from time to time and also considering the nature of work. The prequalification stage involves the following activities:

- i. Issue of expression of interest / tender notice in newspaper / website mentioning the scope of the work and prequalification criteria and asking interested parties to submit their applications.
- ii. Appointing a Committee to evaluate the applications received.
- iii. Fixing the evaluation criteria for short listing the parties in line with tender notice.
- iv. Visit to sites of similar works, completed / ongoing, executed by the parties and interaction with clients of the parties for feedback, if need be.
- v. Examination and verification of documents submitted by the agencies.
- vi. Other issues if any.



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However, during the prequalification stage, if any agency wishes not to participate further in the bid, and gives a letter to this effect, the agency shall not be considered for prequalification.

7.2 LIMITED TENDERS:

- a) The limited tenders are adopted where the work costing is less than or equal to Rs. 25 lakhs. The tenders are issued to all the registered contractors for that particular unit & category.
- b) When the Tenders invited for the works of special and / or urgent nature, the reason for proposing limited tender on only few registered contractors shall be brought out in Admin approval for the perusal of the competent authority. In case of such tendering, only the most likely sources from the Registered Contractors may be considered. A minimum of five or more agencies may be addressed. However, CFA may restrict the source up to three in case of non-availability of five sources for a specialized job, with reasons recorded.
- c) In case of specialized work non-registered contractors may be considered after verification of their credentials like experience, turnover etc. due to non-availability of registered contractors with BDL. The details to be forwarded to CC for issuing a temporary code and enquiries to be forwarded to temporary registered contractors.

The contractors shortlisted for limited tenders shall be recommended by a committee. The selection of tenders should be made based on Bid capacity, past experience and whose capabilities are well established and authenticated by the initiator / User in concurrence with the committee as under.

- i. ATA
- ii. User Department / Client
- iii. Civil / Plant Maintenance Department
- iv. Finance
- v. Co-opted members(s) if required.

7.3 SINGLE/ NOMINATION/ PROPRIETARY TENDERS:

As far as possible, awarding work on nomination basis as Single Tender is to be avoided. However, in exceptional cases, work may be entrusted to a Contractor where work is to be executed with great speed in record time to safe guard the Company's interest. The reason for awarding such work specifically shall be brought out in Administrative approval for the perusal of the competent authority as per DOP.

- a) Single tender shall generally be issued to a registered contractor or specialist agency. The rates adopted shall be TC Rates and / or Market Rates. In which case full justification with analysis of the rates shall be submitted, if tender rates of accepted contracts are taken, then it will be ensured that they are not High Freak Rates.
- b) Award of work by single tender basis can be made to agencies like govt. institution, non-profit organizations involved in providing consultancy services, regulatory and statutory guidelines services as per the mandatory requirements stipulated by the respective ministries of Gol.
- c) In case of emergency breakdowns which warrant urgent repairs of P&M and Allied services, on the gravity of case & on recommendations of Head PED.



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- d) To the extent possible, the AMC will be awarded to OEM/Authorized dealer only. In the event of non-availability of OEM Services, the AMC will be finalized by floating tenders to vendors who are having relevant experience. Standard format of proprietary certificate is enclosed in Annexure - A1.

7.4 RESTRICTED TENDER:

- a) Restricted tender system may be adopted for all works where estimated cost is less than Rs.50 Lakhs in the following cases by inviting tenders only from some of the registered/identified agencies by two bid systems.
- i. In absence of approved list of registered agencies for relevant works.
 - ii. Where there are less than three contractors for a particular work in the registered list.
 - iii. The work is required to be executed with great speed which only a few contractors are in a position to carry out.
 - iv. Where the work is of special nature requiring specialized equipment / skill which is not likely to be available with all contractors.
 - v. Where the work is of secret and public announcement is not desirable.

7.5 LIMITED REGISTERED CONTRACTORS:

Where registered contractors are not available or where there are less than three contractors for a particular work in the registered list it may become necessary to select more agencies from the open market. In such cases offers may be obtained from the agencies selected from the market after the market survey or by contacting other PSUs or Govt. Departments or by referring to directories such works are handled similar to open tenders without press advertisement.

7.6 RELAXATION TO TENDERING:

For Works above Rs. 50. Lakhs, where required due to reasons recorded, with approval of CFA may relax the requirement of press advertisement of tenders. The deviation shall be approved by an authority one grade above CFA.

In such cases, Limited / restricted and short notice tenders should, as far as possible be called for from all the Contractors on the approved list as well as all other possible sources.



CHAPTER – 8

CLASSIFICATION OF CONTRACTS

8.1 TYPE OF CONTRACTS:

- a) Item Rate Contract.
- b) Term Contracts.
- c) Percentage rate Contract.
- d) Labour Contracts.
- e) Lump sum Contract.
- f) Material Contract.
- g) Annual Maintenance Contract (AMC).
- h) Composite Contract.
- i) Turnkey Contracts.

a) ITEM RATE CONTRACT:

As far as possible Tenders should be invited on item rate basis for which measurements shall be considered for payment.

These contracts may be concluded either by TWO/ THREE bid system or SINGLE bid system depending on the nature of work. However, the works costing more than Rs. 50.00 lakhs (approx.estimated amount put to tender to be considered) invariably shall be invited in TWO Bid system.

b) TERM CONTRACTS:

In a term contract rates for various items are fixed with / without quantities, which will be valid for a specific period. Term contracts can be entered into for attending to repairs and miscellaneous work of minor nature with a ceiling contract amount as fixed by Division for a definite period like One year / Two years. The value of each work under this contract shall not exceed Rs. 1 lakh each. It is allowed to establish two or more term contractors / AMC contractors for alternate availability and for speedy execution simultaneously depending upon necessity. The advantage of entering into a term contract is that work can be ordered on the contractor any time during the period of the contract without having to call for quotations for each work.

When two or more agencies are required to be established for effective / speedy execution of work in case of AMC / Term contract the Civil / PED or TSD departments may at its discretion, distribute work among several Bidders and the offer made shall be valid for even such distribution of work. In case, the work is distributed among the Bidders, the volume of work to be entrusted will be proportional to the respective tender position.

Distribution of work among the Bidders shall be as per 60:40, 50:30:20 in case of two and three Bidders respectively at L1 accepted rates. In case L2 is not ready to accept the L1 rates the offer of L1 rates is given to L3, L4, L5 and so on with respect to tender position of Bidders. In case no Bidder agrees for L1 rates order is to be placed on L1 alone.



c) PERCENTAGE RATE CONTRACT:

The rates for all items are worked out and indicated in the tender by BDL. The contractors are required to quote their rates as a percentage of BDL rates, the tender should be based on the DSR and contractor should be asked to quote above or below the CPWD DSR. Specific items not included in DSR or required to be standardised may be added with BDL rates.

Consultancies may be finalised as percentage of total work however there has to be fixed upper limit for end payment in the contract. The tender should be based on the DSR and contractor should be asked to quote above or below the CPWD DSR. Specific items not included in DSR or required to be standardised may be added with BDL rates.

In case of e-bidding the item rates are indicated a week prior to the auction the bidder and they are allowed to bid above or below the estimate rates.

d) LABOUR CONTRACTS:

Where the contractor is responsible for carrying out mainly labour intensive works. The contract is based on no. of man-days and based on minimum wages.

e) LUMP SUM AMOUNT:

Where the contractor agrees to execute the complete work in accordance with drawings / specification / requirements, for a fixed sum. Consultancy can also be awarded on lump sum cost basis which would be fixed for the work being executed.

f) MATERIAL CONTRACT:

Where the contractor is responsible only for supplying materials at agreed rates.

g) ANNUAL MAINTENANCE CONTRACT:

This contract is adopted for operation and maintenance of various services either with or without materials.

- i. Repair & Reconditioning jobs of plant and machinery of basic value up to Rs. 10.00 Lakhs shall be taken up by CPED/PED on work order basis as per IMM manual. Any work beyond this value will be processed through IMM-BU/TSD.
- ii. AMC/TCR of plant & Machinery pertaining to Production, QC, PED services, Electricals, Telephone Network including Fax, Water Coolers, ACs and Copying M/cs etc. of any value shall be taken by CPED/PED on Work Order basis.

h) COMPOSITE CONTRACT:

Contracts involving two or more type disciplines of work viz., Civil, Electrical, Fire Alarm, Air conditioning, Communication etc.

i) TURNKEY CONTRACTS:

Turnkey Contracts are specialized works where contract includes activities from sign to handing over". Specialized works for which in-house facilities are not available for design, estimation and drawing may also be invited as Turnkey Contracts. In such cases, Admin Approval shall be obtained for CFA based on rough cost estimate. Turnkey contracts will generally be invited for specialized works like complicated steel structure, pre-stressed concrete structures, water



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/ sewage treatment plants, lifts, air conditioning, specialized interior works, etc. Tenders for such works are normally issued only to selected firm who have facilities both in designs as well as execution.

- i. As against the normal practice of inviting tenders on the basis of BDL's designs, drawings and specifications, it is also contemplated to consider design and execution tenders being submitted by a specialist firms and to finalize contracts on the basis of such designs. The firms are required to furnish the design drawings and detailed specifications in addition to quoting a lump sum amount for the work / Rates and quantities including amount for each item of work to be executed.
- ii. The Agencies shall possess in-house designers for structural architectural, electrical and air conditioning designing etc., as per the stipulated scope of work. If the Agencies do not possess such facilities, they shall hire an external consultant / Architect who have executed similar nature of work. The credentials of such Consultant / Architect with their experience certificate are to be furnished along with the Tender Document.
- iii. To facilitate evaluation of the offers, the two bid system of tendering is envisaged. Technical & Financial evaluation of bids shall be carried out in accordance with the criteria set out in the Tender document and the proposed weightages for quality and cost shall be specified in the Tender document.

8.2 ENGAGEMENT OF DESIGN / TECHNICAL CONSULTANTS:

- a) Design / Technical Consultant may be appointed to establish design, estimation and drawing including Tender preparation to invite tender, under item Rate Contracts. Consultants shall also help BDL in supervision during execution of such contracts. However, the structural design made by the consultant shall be proof checked for structural stability wherever applicable by IIT / IISC / NIT/Osmania/ BITS etc.
- b) Necessity / Admin, approval for engaging consultant will be approved by CFA with estimated cost based on previous contracts / budgetary quotation for consultancy work. Approximate project cost for which consultancy is being sought may be indicated in tender notification. The proposal for award of contract will be put up to CFA as per DOP.
- c) The following works would come under this classification.
 - i. Civil Engineering.
 - ii. Architects & Interior Decoration.
 - iii. Rehabilitation of structures.
 - iv. Public Health Engineering.
 - v. Electrical Engineering.
 - vi. Clean Room and HVAC.
 - vii. Fire fighting system.
 - viii. Low Voltages System (CCTV, Fire detector & Alarm, Access Control Computer Network etc.)



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- ix. Utilities.
- x. Explosive Buildings.

The above consultancy services shall be finalized through open / limited tenders and the admin approval shall be obtained based on a budgetary quote obtained from reputed organization / institution / agency / Indian Institute of Architecture.

- a) **GUIDELINES:** Conflict of interest may be avoided while appointing consultant. The guidelines as decided by CVC to be kept in view while finalizing the contract for engaging consultants is enclosed at Annexure – L.

The credentials of the agencies shall be obtained in case of limited tender during admin approval. Tenders shall be invited in Two Bid system as per the nature of the work for Limited / Open Tender. The technical bid shall comprise of document pertaining to pre-qualification criteria and same will be scrutinized. The agencies who meet the pre-qualification requirements will be short listed for the opening of price Bids. The consultant will then be selected on L1 basis.

- b) Alternatively a consultancy contract wherein design / architectural concepts are required at the conceptual stage can be finalized by inviting tenders in two bid system where in the technical bid apart from containing pre-qualification document would also comprise of their conceptual design and presentation.
- c) For works costing more than 5 Crore the consultancy shall be engaged through open tender. All other cases the tenders shall be limited to panel of consultancy system.

8.3 TECHNOLOGY & MANAGEMENT CONSULTANTS:

The following works would come under this classification:

- a) Facility Management.
- b) Quality, Energy, Environment & Safety Management including Audits.
- c) Water & Waste water Management including Audit.
- d) Solid Waste Management.
- e) Green Building.
- f) Gardening, Horticulture & Landscaping.
- a) The above consultancy services may be appointed to advise BDL team & establish design concept, estimation and drawing including Tender preparation to invite Tender under Item Rate Contracts. Further, tenders / consultancy services shall be finalized as detailed under “Engagement of Design / Technical Consultants “While appointing any consultant it should be ensured that conflict of interest does not arise and the guidelines of CVC etc. are complied with.
- b) The above consultancy services shall be finalized through open / limited tenders and the admin approval shall be obtained based on a budgetary quote obtained from an organization / institution / agency.
- c) When works costing more than 5 Crores the consultancy shall be engaged through open tendering. In all other cases the tenders are limited to panel of consultants. In case the panel of consultants are not adequate, restricted tendering may be adopted.



8.4 PROJECT MANAGEMENT CONSULTANTS:

- a) The consultancy services shall be finalized through open / limited tenders and the admin approval shall be obtained based on a budgetary quote obtained from an organization / institution / agency.
- b) The credentials of the agencies shall be obtained in case of limited tender during admin approval. Tenders shall be invited in Two Bid system as per the nature of the work for Limited / Open Tender. The technical bid shall comprise of document pertaining to pre-qualification criteria and same will be scrutinized. The agencies who meet the pre-qualification requirements will be short listed for the opening of price Bids. The consultant will then be selected on L1 basis.
- c) Project management consultant (PMC) shall closely monitor the work of the contractor and act as a representative of the client. PMC shall ensure that all contract obligations between the contractor and the client are fulfilled including quality assurance requirements. PMC shall monitor the progress of work on day to day basis and report to the Engineer-in-charge (EIC) and other stake holders defined in the contract with PMC. PMC shall report the issues raised by contractor along with a suitable suggestion to resolve the issue, to EIC with a copy to Head of the Department (HOD).
- d) PMC shall conduct weekly review meeting with contractor in presence of EIC and prepare project progress report which shall include schedule and cost variance to the plan. Any variance PMC shall suggest suitable solution to ensure the project scope, schedule and quality are met. The report has to be submitted duly signed by contractor & EIC along with PMC to HOD.
- e) Any issue which is not resolved within a week's time after reporting by PMC the issue shall be reported to HOD, ATA & Divisional Head. PMC shall submit duly filled quality reports submitted by contractor or tested on behalf of BDL at a designated agency or tested by 3rd party quality consultant appointed by BDL. PMC should alert HOD and EIC in advance or in time especially about scope creep (substantial change in specification & quantity cost implication) and delay in completion of work.
- f) PMC shall translate drawings provided by the design consultant duly wetted by BDL or issued by BDL into the physical form through the efforts of contractor(s) appointed by BDL. PMC shall actively involve in coordination with design consultant during the design phase and contractor during execution phase. The work shall include all aspects of construction like CIVIL, ELECTRICAL etc
- g) Any discrepancy in drawings shall be noted and detailed by the PMC well in advance without causing any delay. The total monitoring by PMC shall be based on project plan prepared using software like MS Project, Primavera, etc. The PMC shall include in all its reports the progress on critical path without fail.
- h) The projection of men, material & machinery shall be done by PMC as and when required as per the site conditions and it shall be part of weekly meetings.



8.5 SERVICE CONTRACTS:

The Service Contracts namely General & Engineering Services where Four – M [Man, machine, methods & material] concepts are involved shall be finalized as per guidelines below. These contracts may be invited on Fixed Rate basis providing adequate requirements based on Comprehensive Service Contract [CSC] concept to meet Service of BDL as per the nature of required services.

- a) The estimates for the purpose of administrative approval shall be based on budgetary quote form one or more reputed agencies. The estimate shall include training of personnel to be engaged in the work, supervision of work, materials, labour and equipments / machineries / tools etc required to achieve the SLM for the work.
- b) The tendering for these services shall be invited through open / limited tendering either in two bid system or single bid system based on the nature of work. The tender documents shall comprise of all the service parameters to be meet and the method of certification.
- c) The tender document should specify a clause that if agreed service parameters are not met with during the period of contract based on continuous evaluation by Engineer-in-Charge the contract can be terminated. Notices shall be served for improvement in their service by the Engineer-in-Charge and if the agency / contractor does not show any improvement in their service level during the period of observation as determined by Engineer-in-Charge, then the contract can be terminated after serving three consecutive notices without any loss of time. Retendering is done in such cases.
- d) The finalization of above service should be done within a reasonable period.

8.6 PROOF CHECKING OF DESIGNS:

- a) The Proof checking of Designs shall be resorted to for works where in-house facilities are not available.
- b) Tenders on receipt should be thoroughly scrutinized technically in accordance with the good Engineering practice with a view to ensure that the proposals are structurally sound. Economical and meet the user's requirement in all respects.
- c) The designs should be got proof – checked by the ATA by seeking the services of a reputed independent organization in India on award of work. The following organizations are undertaking such proof checking.
 - i. Structural Engineering Research Centre (SERC) – Roorkee.
 - ii. Construction Industries Development Council – Delhi.
 - iii. Central Building Research Centre.
 - iv. Indian Institute of Technology (IIT).
 - v. Indian Institute of Science – Bangalore (IISc).
 - vi. National Institute of Technology (NIT)



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- vii. National Academy of Construction, Hyderabad. Etc.
- viii. College of Engineering, Osmania University-Hyderabad.
- ix. Birla Institute of technology and Science - Hyderabad and Pilani.

8.7 PAYMENT TERMS TO CONSULTANTS:

- a) Payment may be made in fixed cost mode or percentage of the estimate of work being designed or consulted for.
- b) In case the payment is percentage basis on the estimated work it shall be ensured that, the total cost of the project and maximum fees payable to the consultant / Architect shall be stipulated in the agreement. The consultant / Architect's fee shall have a maximum ceiling limit stipulated in the agreement though the cost of the project may increase.
- c) High cost features, if any shall be finalized by consultant / Architect after detailed justification and all efforts shall be made to limit the same to the quantity / scope stipulated in the contract agreement.
- d) PMC shall be paid on milestone basis with final payment of 20% payable on completion of work and engineering-in-Charge issuing work completion certificate / forwarding final bill of the contractor as the primary purpose of PMC is to ensure timely completion of project / work. However in case of circumstance beyond the control of PMC the project gets delayed the PMC shall be suitably compensated for manpower deployed without profit margins.

8.8 CONTRACT FOR SERVICES:

There may be occasions to enter into a contract for services, which is revenue in nature like AMC for Computer and printers, Xerox machines, Fax machines, Window A/C etc. or any other services by department indicated as under or as decided by the management from time to time.

a. P&A:

Nature of Contracts	User/ Indentor	Ordering Agency	Certifying Agency for releasing the payment
i. Labour Contract	Dept / Divns	TSD / PED	Dept / Divns
ii. Repairs of Cars & Vans	Transport	TSD / PED	Transport
iii. Labour Contracts for material handling	Divns.	Corp P&A	Divisional P&As
iv. Repairs of Telephones	Dept / Divns	CS P&A / BU P&A	Tel. Exchange / Electronic Lab
v. Contracts for vehicle hiring	Dept / Divns	CS P&A / BU P&A	P&A
vi. Security Services for Township	Estate Office	BU P&A	Security Officer / Manager, Estate
vii. Fire Services (Manpower)	Fire Services, KBC	CS, P&A	Fire Department
viii. Repair of Furniture	Dept / Divns	Corp P&A	Dept / Divns



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b. CIVIL ENGINEERING:

Nature of Contracts	User/ Indentor	Ordering Agency	Certifying Agency for releasing the payment
i. Construction Contracts (Civil, Electrical & Air Conditioning)	Note: Separate contracts wing, QC/wing to be established within Civil Engg. Noting regarding technical auditing will be notified separately.		
ii. Special furniture along with building			
iii. Contract for repairs of plumbing sanitary & other Roads etc.	Civil		
iv. Contracts for Horticulture			
v. Consultancy connected to construction	Civil	Civil	Civil

c. TECHNICAL SERVICE DIVISION (TSD) / PED:

Nature of Contracts	User/ Indentor	Ordering Agency	Certifying Agency for releasing the payment
i. AMC for Substations	TSD / PED of units	IMM, CS	TSD / PED of units
ii. AMC for common items like water coolers, Air Cools, Deep Freezers, AC Plants etc.	TSD / PED of units	IMM,CS	TSD / PED of units
iii. Term Contract for Electrical Works	Depts	TSD / PED of units	User Dept
iv. Repairs for Electrical installations	Depts	TSD / PED of units	User Dept

d. DIVISIONAL PEDs:

Nature of Contracts	User/ Indentor	Ordering Agency	Certifying Agency for releasing the payment
i. AMC for equipment in the Divs other than common items	PED	Divisional IMM	PED
ii. Contracts for Calibration of Equipment	PED	Divisional IMM	PED
iii. Contracts for repair of equipment (Mechanical Electrical, Electronics)	PED	Divisional IMM	PED



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e. HUMAN RESOURCE DEPARTMENT (HRD) :

Nature of Contracts	User/ Indentor	Ordering Agency	Certifying Agency for releasing the payment
i. Contracts for Training Programme	Individual	CC	HRD
ii. Lunch arrangements Contracts	Individual	Guest House	HRD
iii. Consultation Contracts	HRD	CC	HRD
iv. Management Training Programme	Trainers	CC	HRD

f. CMO:

Nature of Contracts	User/	Ordering Indentor	Certifying Agency for Agency releasing the payment
i. Medical Purchases	All Employees	CMO / Committee of Medical Dept (IMM,CS or IMM, BU Rep & Finance Rep.	Medical Officer
ii. Medical Checkup contracts	All Employees	CC	Medical Officer

g. CC:

Nature of Contracts	User/ Indentor	Ordering Agency	Certifying Agency for releasing the payment
i. Corp Offices requirements	Dept / Divns.	CC	User
ii. Rate Contracts, Xerox Contract, Consolidation, Road, Transport etc.	Dept / Divns	CC	User
iii. Requirements of Common tools, Stationery, Hardware(POL), Tool R/M, Fire Services, P&A, Canteen, Welfare etc., Contracts for AMCs for common items	Dept / Divns	IMM,CS / IMM,BU	IGQC
iv. Production requirements subcontract items etc.	Dept / Divns	Divisional IMM	IGQC

h. FINANCE:

Nature of Contracts	User/ Indentor	Ordering Agency	Certifying Agency for releasing the payment
i. Insurance	Divisions	Corp Finance	User

Note: The classification of services shown above may be modified to suit special requirements.



CHAPTER – 9

EARNEST MONEY DEPOSIT & SECURITY DEPOSIT

9.1 EARNEST MONEY:

- The amount of Earnest Money which a Contractor shall deposit along with the tender equal to an amount of 1% of the approx. estimated amount put to tender.
- The amount of Earnest Money which a Consultant / Architect shall deposit along with the tender shall be equal to an amount as listed below:

Sl.No.	Project Cost	EMD Amount Rs.
1	Up to Rs.50 L	5000/-
2	Rs.50L to Rs. 500L	20,000/-
3	Rs.500 L to Rs. 1,500L	50,000/-
4	Rs1500 L to Rs. 2,500L	1,00,000/-
5	Above Rs.2,500 L	1,50,000/-

- The earnest money may be accepted in the form of Banker's Cheque / Pay order / Demand Draft from scheduled Bank / Nationalised Bank or through online payment into BDL's account

Sl.No.	Description	Amount to be Deducted	Method of Payment/Collection
1	Initial security Deposit	2.5%	EMD is retained by BDL & additional amount has to be submitted by the bidder
2	Retention Money	10%	Deducted from the running bills until the Security Deposit is fully collected
3	Security Deposit (Initial security Deposit + retention Money)	10% of Contract value maximum	5 % to be returned along with final bill and 5 % after warranty period is expired.

as per tender document.

- Tender shall be considered as invalid and rejected if it does not accompany the appropriate earnest money deposit in the prescribed mode.
- Bidders whose bids are disqualified / rejected in pre-qualification or technical bid stage EMD shall be returned at that stage. The EMD of all qualified bidders, except L1 bidder or the bids



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wherein the order is likely to be split like L1, L2 etc, shall be returned on conclusion of the tendering process. EMD of successful bidder shall be adjusted as Security Deposit.

- f) In case the bid is not concluded within 120 days of last date of tender submission EMD shall be returned to all bidders. If bid is concluded without EMD with BDL, the successful bidder shall be asked to submit initial security deposit at the rate and within the time period prescribed in tender document.
- g) EMD deposited by the Bidder shall not bear any interest to the bidders.
- h) The earnest money of the successful Bidder may be adjusted with the Security Deposit payable by him.

9.2 SECURITY DEPOSIT: (Not Applicable for Consultant / Architecture)

- a) The successful Bidder will be required to furnish initial security deposit for the fulfilment of contract. The initial security deposit, retention money and overall security deposit shall be as detailed in the table.
- b) Initial Security Deposit or Performance Guarantee should be submitted as Bank Guarantee (Format at Annexure – Q), or DD or any other form of deposit stipulated in Tender Document within 30 days of receipt of letter of acceptance, after adjusting EMD wherever submitted.
- c) Retention Money should be deducted from Running Bills on the original contract and subsequent amendments if any. However, amendment due to additional payment arising out of variable dearness allowances, increase in EPF / ESI contribution etc may not attract deduction of retention money if included in the contract are approved by CFA.
- d) 5% Performance Guarantee should be refunded within 30 days of the issue of the defect liability Certificate (taking over certificate with a list of defects) / Completion Certificate. Retention money should be refunded after Defects Liability period.

Bank Guarantee for 5% of value of water proofing works executed is to be submitted where it is valued for 5 year period for defect liability.

- e) Total of Performance Guarantee & Retention Money should not exceed values specified in the table.
- f) Security deposit shall be released after six months for maintenance works (PED) / modification or alteration (Civil), one year for original or new works / satisfactory completion of work whichever is earlier and on production of proof / vouchers to effect that ESI / EPF contribution have been made and fulfilment of the entire statutory obligation under the contract by the contractor (for horticulture works, housekeeping and sanitation works, civil maintenance and repairs, water / STP / fireworks, the SD will be released along with the final bill.
- g) The work shall not be generally allowed to be started unless initial security deposit has been paid. However, in exigency and to facilitate the completion of work, the same may be allowed with the prior approval of ATA but no payment shall be released to the Contractor unless Security deposit is submitted and contract agreement is executed allowed with the prior approval of ATA but no payment shall be released to the Contractor unless Security deposit is submitted and contract agreement is executed.



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- h) Initial security deposit need not be submitted by the registered contractor upto the registered amount. However, retention money will be collected @ 10% from their running billds unit the security deposit is fully collected.

9.3 INTEGRITY PACT (IP):

The Integrity Pact agreement is to be executed by the Contractor for Estimate value of Civil Works costing more than Rs.10. Crores & Service contracts more than Rs. 2 Crores and same to be indicated in NIT. The format for Integrity Pact to be followed as applicable at the time of issue of Tender notice.

9.4 HANDLING OF BANK GUARANTEE:

- a) The Bank guarantees are received against Security Deposit or against any advance given shall be submitted to Finance for verification and safe custody shall be obtained for Security Deposit in the standard format.
- b) BG shall be collected for an amount of 110% of advanced paid.
- c) A clause may be incorporated in the tender documents to the effect that whenever a contractor / supplier / vendor fails to supply the store within the delivery period of the contract or fails to complete the work by due date of completion of the contract, wherein Bank Guarantee has been furnished for Security Deposit, the extension of period of delay / completion will automatically be taken as agreement for getting the Bank Guarantee extended.
- d) The Bank Guarantee shall continue to be enforceable till all the dues of the company under or by virtue of the agreement have been fully paid and its claims satisfied or discharged or till the company certifies that the terms and conditions of the agreement / contract have been fully and properly met by the said contractor (s).
- e) A suitable clause to be provided in tender document for agency to extend the bank guarantee in case of extension of contract period.
- f) The bank guarantee should be on Non – Judicial Stamp Papers.
- g) The original bank guarantee submitted by the contractor / bank should remain in the safe custody of Finance Department of respective Divisions, till the entire work / contract is implemented and all issues have been handled.
- h) However, the bank guarantee should not be detained / retained beyond the required period.
- i) The Bank Guarantees issued by Nationalized / Scheduled Banks in India will be acceptable. (Format as at Annexure – Q).
- j) Respective Divisional finance shall obtain confirmation of the BG provided by the Contractor.

9.5 ENCASHMENT OF BANK GUARANTEE:

BDL shall have full rights whatsoever to en-cash any Bank Guarantee executed under the contract at any time during the validity of the guarantee without consent from the contractor and the Contractor shall have no right or claim whatsoever in this regard.



CHAPTER – 10
INVITATION TO TENDERS

10.1 DESPATCH OF TENDER NOTICE AND RECEIPT OF TENDERS IN CASES OTHER THAN OPEN TENDERS.

- a) To the extent possible tendering is done through e-Procurement mode except the tenders below Rs.10 Lakhs and emergency tenders. The deviation to e-procurement except in case of emergency cases shall be accorded by FD. In e-Procurement bidders are intimated through emails.
- b) The tenders being processed in manual mode the tenders shall be sent by Speed Post/Tender Documents may be issued by Hand with prior approval of the ATA and ratification by CFA in urgent tenders where due date is less than three days.

10.2 TENDER NOTICES:

A draft tender notice must be prepared for each work on the standard notice inviting tender format duly approved by ATA. The approved text shall be kept in all concerned work files. Copy of the full page where the advertisement has appeared in any one newspaper shall also be kept in the concerned file.

10.3 AMOUNT PUT TO TENDER:

The approximate amount put to tender to be notified in the Tender Notice shall be estimated value as per administrative approval excluding contingency & supervision charges.

10.4 COST OF TENDER DOCUMENTS:

Cost of tender documents shall be as given below:

	ESTIMATED COST OF WORK	TENDER DOCUMENT FEE
Up to	Rs. 25 Lakhs	Rs. 500/-
Above	Rs. 25 Lakhs upto 50 Lakhs	Rs. 1000/-
Above	Rs. 50 Lakhs up to 200 Lakhs	Rs. 2000/-
Above	Rs. 200 Lakhs	Rs. 5000/-

Tender fee shall be collected along with bid submitted by the bidder in case of e-procurement. In case of manual tenders, the tender documents are normally purchased however it can also be collected along with bid submitted in case of limited/ restricted tender. In cases of tenders less than Rs.5 Lakhs no tender fee shall be charged. No tender fee shall be collected from registered contractors / consultants for all values of tenders.

10.5 PUBLICITY OF TENDERS:

Open tenders with Press Advertisement & without Press Advertisement must be invited in the open and public manner possible by advertisement as under:

- a) By advertisement in English, Hindi and Regional Language newspapers for Tenders above Rs.50 Lakhs.
- b) In Company's website & in CPP Portal for Tenders above Rs.25 Lakhs.



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- c) In addition, further publicity can be given by sending the advertisement matter to the concerned Local /Central Government & Public sector Undertakings for the Tenders above Rs.25 Lakhs.
- d) The advertisement released in newspaper shall be brief, giving reference to the website for details. The advertisement in the Company website shall contain all the details of the Tender and shall be self – explanatory. All the relevant formats to be furnished by the agencies for pre-qualification shall be hosted on to the website to enable the agencies to download the same and submit the details. Facility for submission of online applications for prequalification will also be given to the intending agencies.
- e) For all open tenders, different envelopes for prequalification criteria, techno-commercial and price bids may be resorted to. In case tenders are to be invited for different works, composite advertisement can be released to minimize expenditure in advertising. The prequalification criteria for each individual work shall be indicated separately. Once the advertisement is released, clubbing / splitting of tenders shall not be resorted to.

10.6 TIME DURATION FOR SUBMISSION OF TENDERS (TENDER DUE DATE):

- a) For Open Tenders – 30 days.
- b) For Limited / Restricted Tenders through e-Procurement – 15 days.
- c) For Limited/ Restricted Tenders through manual tendering – 21 days.
- d) For Single / Nomination / Emergency Tenders – sufficient enough time.

The time and date of opening of tenders should be the same as for the deadline for receipt of tender or promptly thereafter and the same shall be stipulated in the tender enquiry and tender document.

- a) If extension of time for submission of tenders is sought by majority of the Bidders the same can be considered with the approval of Divisional Head. Any corrigendum issued in support of extension of date or any other information shall be intimated individually to the tenders by Speed Post and Fax / mail in case of urgency, sufficiently in advance of the extended date. Wherever tenders have been invited through Press Advertisement the corrigendum shall also be published invariably in the press for wider publicity. In case of e-procurement the tenders have been invited through Press Advertisement the corrigendum shall be published in website only.

10.7 TENDER SPECIFICATIONS :

Following shall be ensured as per applicability while preparing the tender document

- a) Clear tender terms and conditions.
- b) Scope of work.
- c) Schedule.
- d) General Conditions of Contract (GCC) (for reference Annexure-AJ)
- e) Bill of scheduled quantities.
- f) IP (Annexure-N) (Wherever value is morethan threshold value)
- g) Details of EMD and Tender fee.



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- h) Site inspection and / or pre-bid meeting.
- i) Contact details of the officer for providing clarifications.
- j) Bid submission procedures and due date.
- k) Any other conditions applicable.

10.8 PRE BID MEETING:

In case of works estimated to cost Rs. 1 Crore and above, a Pre-Bid Meeting should be held under the chairmanship of ATA about 15 days before the last Date of submission of Tender for clarification of any doubts of the prospective bidder on any conditions of the contract specifications etc.,

Clarification to the pre-bid meeting are to be decided by a committee under the Chairmanship of ATA including members from user and Finance. The minutes of the pre-bid committee shall be approved by the Divisional Head before hosting in web site.

Minutes of the meeting shall be circulated to all prospective bidders attending the meeting including hosting the same in website for the benefit of the bidders who have not attended the Pre-Bid Meeting. In case of works costing less than Rs. 1 Crore, where necessary Pre-bid meeting may be held and the clause is included while putting up file for technical sanction.

Pre-Bid meeting may be conducted for specialized works of intricate/ complex nature or turnkey contracts or composite contracts.

10.9 EVALUATION CRITERIA:

It consists of essential criteria and the documents to be submitted for proving the eligibility of the contractor.

a) ESSENTIAL CRITERIA:

- i. **ANNUAL TURN-OVER:** Average annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the approx. estimated amount put to tender. They should have been active business in the last three years.
- ii. **EMD:** EMD of required amount in the form of Demand Draft/ Online transfer to BDL's account.
- iii. **INTEGRITY PACT [IP]:** The Integrity Pact agreement is to be executed by the Contractor for Estimate value of Civil Works costing more than Rs.10. Crores & Service contracts more than Rs. 2Crores and same to be indicated in NIT. The format for Integrity Pact to be followed as applicable at the time of issue of Tender notice. The format is placed at Annexure – N.
- iv. **TENDER COST:** Tender cost as per NIT of required amount in appropriate form.
- v. **SOLVENCY:** The Solvency required will be 40% of the approx. estimated amount put to tender. The solvency certificate shall from a nationalized or scheduled bank and issued within a period 12 months from the final date of submission of tender.
- vi. **EXPERIENCE:** Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:-
 - aa) Three similar completed works each costing not less than the amount equal to 40% of the approx. estimated amount put to tender.



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Or

- ab) Two similar completed works each costing not less than the amount equal to 50% of the approx. estimated amount put to tender.

Or

- ac) One similar completed works costing not less than the amount equal to 80% of the approx. estimated amount put to tender.

Or

- ad) In specialized works option (ac) alone can be considered with due justification & approval.

Note:

- a) The work shall be completed as a whole. Partial value / completion are not be considered.
- b) In case of experience certificate obtained from reputed organizations, the same shall be supported with TDS certificate, by the contractor in order to avoid fraudulent cases.
- c) The meaning of 'similar work' for the purpose of tender to be defined in Notice inviting Tender, (Refer the indicative proforma seeking the details of similar works at Annexure – O).
- d) In case of works combined with civil, electrical, utility services, the experience in similar nature of work shall include civil as well as electrical and utility services.

vii. ESI & PF CODE:

- a) **For Service Contracts:** Where ESI is applicable, the Service Contracts involving labour supply shall be awarded only to the agencies having their own ESI code where service is applicable. Further, for PF refer circular No. D.O.No. DPE/13(5)11-Fin Dtd. 18-3-2011 placed at Annexure - P.
- b) **For Civil & Electrical Works:** The contractors are required to comply with the provisions of ESI & PF act. The contractor shall be required to Indemnify BDL for any liabilities arising on account of ESI & PF act as per the proforma at Annexure - M and same to be included in the tender document.

viii. LICENSE: License for execution of Electrical works and other specialized works from the concerned authorities / organizations bodies.

b) DOCUMENTS TO BE SUBMITTED ALONG WITH TENDER:

- i. Constitution and legal status.
- ii. Registration with BDL / other organization if any.
- iii. Copy of PAN / GIR No. Registration Certificate issued by Income Tax Authority.
- iv. Certificate of TIN Number.
- v. Service Tax Number.
- vi. Income tax Returns for the last three years.
- vii. Annual turnover for the last three years duly certified by a Chartered Accountant.
- viii. For work costing more than Rs. 10.0 Crore additional details in respect of plant & machinery, Balance sheet for the last 3 years, over a draft facility Bank statement may be sought out.



10.10 TWO BID SYSTEM OF TENDERING:

Whenever required TWO – Bid system of tendering should be followed. For distinct operation of the system of tendering, following broad categories are to be adopted for two – bid system.

- a) All works costing of Rs. 25.00 Lakhs and above or tenders where other than registered vendors of BDL are invited to participate.
- b) All works irrespective of its estimated cost wherein the technical requirements / specifications are not fully established such as for Water / effluent / sewerage treatment, overhead / underground water storage tank, structural restoration work, subsoil investigation / electrical / Mechanical / communication installation and re-conducting and similar specialized nature of works.
- c) All works irrespective of their estimated costs, which are based on Design and Execution package.
- d) All tenders for appointment of Architects / Design Consultants irrespective of value of estimated cost shall be invited in TWO – Bid system.
- e) Wherever required the two bid system can consist of Pre qualification and price bid only. These tenders are tenders wherein technical requirements / specifications are fully established.

10.11 THREE BID SYSTEM:

- a) Expression of Interest: Expression of Interest will be invited for works which are specialized in nature through press advertisement.
- b) Expression of Interest / Registered notice / Tender Notice will be invited in leading newspapers from the intending Agencies who would like to participate in the Tendering process and screening of the Agencies based on the essential criteria as indicated in the Tender Notice and the selected agencies will only be issued with the Tender document in TWO BID system.

10.12 e-PROCUREMENT:

The e-Procurement is the tendering done using the computers and internet. The process of sending the NITs, receiving the tenders, Technical evaluation, bid sharing with bidders are all done through e-tendering portal.

- a) e-Tendering will be taken up for the works costing more than Rs.10Lakhs.
- b) Notice Inviting Tender for e-tender will be prepared and will be hosted in BDL website <https://bdltenders.abcprocure.com> and in CPP Portal along with the complete document Interested Agencies shall submit the Tenders in Two-Bid system on or before the due date and the received Tenders will be processed.
- c) Tender Notice of e-Tendering shall have the following:
 - i. Scanned copy or proof of payment of Tender fee / EMD to be submitted along with Technical Bid and the original Tender Fee / EMD in the form of DD should reach the office specified in NIT. Within a week after tender due date or within the date specified in the tender. Tender fee / EMD can be paid through e-payment gateway and account details of which are specified in Tender document.



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- ii. All the relevant BOQ without prices, drawings, General Conditions of Contract and other required documents are uploaded into e-Procurement Portal to enable bidders to download without login. Wherever required, access to the tender is provided, after login wherein the bidder shall purchase the tender document. In certain cases where soft copies cannot be uploaded the tender shall be published in the website and hard copies of drawings may be issued to the prospective bidders who approach BDL with a request.
- iii. Bidders are required to fill in the technical bid forms & price bid forms.
- iv. After technical evaluation with the approval of CFA price bids are opened or / e-Bidding (Rank auction) are adopted.. e-Bidding are adopted only if number of bidders are three and above.

10.13 TENDER EVALUATION:

Tender Evaluation criteria may be indicated upfront in the tender document. Any of the methods indicated in Tender Evaluation may be adopted based on the nature of the work / consultancy.



CHAPTER – 11

SCREENING & TECHNICAL EVALUATION OF TENDERS

11.1 TENDER EVALUATION COMMITTEE:

Tender Evaluation Committee shall be formed by CFA where two bid system is adopted. The composition of the committee shall be as follows in case of open tenders:

- a) ATA
- b) Civil /TSD /PED representative
- c) User representative
- d) Any other member based on the nature of work, if required
- e) Any other member required may be co-opted.

The committee consists of minimum three members.

The committee shall evaluate pre-qualification bid, technical bid and recommend for suitable action at each stage. For limited tenders the concerned Civil / PED or TSD officer shall evaluate the bids, unless a committee is necessary in view of complexity or composite tenders.

In case of Single bid tender the concerned Civil / PED / TSD department shall evaluate bids.

11.2 PROCESSING OF TENDERS:

- i. The pre qualification of the bidder and techno-commercial evaluation of the bid are done by a committee or concerned Civil or PED respective divisions. The bids which are accepted in pre qualification and techno –commercial evaluation are proposed for price bid opening or e bidding (Rank Auction).
- ii. In case of Price bid opening order is proposed on L1 basis. In case negotiations reasons are to be recorded and they must in line with CVC guidelines.
- iii. In case the number of bidders are 3 and above e-bidding with BOQ with cost estimated displayed to bidders seven days before may be adopted with the approval of CFA.



CHAPTER – 12
TENDER OPENING

12.1 GENERAL PROCEDURE:

- a) The tenders will be opened by a standing tender opening committee as detailed in IMM Manual with additional Civil / PED or TSD member.
- b) Tenders are opened at the time specified in the tender document in case of manual tenders. The bids are opened in the presence of the bidders in case of manual “open” tenders.
- c) In case of e Procurement the Tender Opening Committee shall use their DSCs to open the bids. The official whose DSC is used for uploading the tender shall be a member in the TOC. The bidders are not invited during tender opening however; the technical bids are shared to the bidders.
- d) The opening officers will sign with date on the envelopes and also initial on all pages of the tender documents and all enclosures including covering letter / drawings (if any) etc., submitted by the agencies and record their name and designation in the tender opening register. Similar system shall be followed in e-procurement also.
- e) The bidders shall be required to keep their offer valid up-to 120 days for open tenders and 90 days for limited tenders.
- f) The Bidder can modify his bid before due date or submit revised bid and latest bid shall be considered valid. In case of e Procurement bidder is allowed to withdraw his bid and submit again.
- g) The rates quoted by various Bidders shall be read by the tender opening officer in case of manual tenders. In case of e-procurement the technical bid & price bid shall be shared among the bidders. In case of e-bidding the original price bids will not be opened.
- h) The names of the Bidders / authorized representatives present at the time of opening of tenders shall be recorded in the Tender opening Register and got signed by the Bidder / representative.
- i) An approved statement of tenders (Comparative Statement) based on quotations will be drawn up and signed by Civil Department.
- j) It should be made clear to the Bidders at the time of opening tenders and announcing the rate / amount that the same are subject to check by BDL, based on the arithmetical calculation of quantity, rate and total.

12.2 MANUAL TENDERS:

All tenders submitted to BDL should be in sealed envelope indicating the name of the work. Contract Number and Tender Notice number for which the tender is furnished.

- a) Location of Tender Box:- The tender box shall be kept at a conspicuous and easily accessible / reachable location
- b) Where the tender documents to be received are bulky in size, the same may be submitted by hand. It may be ensured that the names and designation of at least two officers are mentioned in the bid documents for collection. The information about these officers should also be displayed



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at the entrance / reception of the premises where tenders are to be deposited so as to ensure convenient approach for the bidders.

- c) In case bidder withdraws before due date the bid will not be considered and unopened bid shall be returned after due date is over in case of manual tender. In case of e-procurement the bid is disqualified and EMD shall be returned.
- d) In case of two bid system, the price bid of tenders should be put in a separate envelope by the opening officers and sealed with dated signatures including signatures of representative of Bidders present for opening.
- e) All corrections, over writings, or additions including those corrected with white ink/fluid found in the tender documents at the time of opening of the documents should invariably be encircled in Red Ink; authorize and numbered by the officers opening the tenders. The corrections in rate shall be made by opening officers by writing the rates in words and figures in Red ink and initiating the same. The number of corrections, over writings or additions should be recorded by officers opening the tenders at the bottom of each page.
- f) The tender shall fill in rates and prices for all items of the work described in the Bill of Quantities. Items for which no rate or amount is quoted by the bidder will not be paid for by BDL when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.
- g) In the event of any discrepancy between description in words and figures of rate quoted by the Bidder, the following procedure shall be followed.
 - i. When there is discrepancy between unit rates quoted in figures and in figures and in words, the unit rates quoted in words will govern.
 - ii. Where there is a discrepancy between the unit rate and the total amount derived from the multiplication of unit rate and the quantity, the unit rates quoted will govern and the total amount will be corrected.
 - iii. The bidders are not permitted to quote their rates in units other than the units mentioned in the tender document against the individual item.
 - iv. The opening officers shall highlight conditions / rebate if any in the tender and the same shall be initialled separately. Rebate if any to be recorded in the tender opening register.
- h) If the rate for any item in Schedule 'A' has not been quoted, the opening officers shall highlight the same and initial the remarks made.
- i) If any tender is received without the prescribed EMD is the same highlighted and initial the remarks made.
- j) Items of work / works shall not be deleted from the bill of quantities after opening of the tenders and during consideration of the offer for acceptance.
- k) Bidder shall write the rate only in the column specified in the Schedule 'A' (BOQ) Tenders with rates written at any other place in the tender document will not be considered as a bonafide tender and is liable for rejection.
- l) The Tender documents will thereafter be examined by the Civil/Plant Engineering Department to ensure, inter alia, the following:



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- i. The tenders are arithmetically correct. If any arithmetical inaccuracies are noticed in extension / total, the amounts will be corrected.
- ii. The tender is complete in all respects and all pages have been signed by the contractor.
- iii. The Bidder has not imposed any fresh conditions not included in the tender and the freak rates are listed out. The financial effect of freak rates plus/minus with respect to estimated cost of work should be worked out for all freak rates items in a tender while evaluating the lowest tender evaluating the lowest tender.
- iv. A separate tender issue register (sale register) shall be maintained wherever required for issue of tenders to the agency. In case of e-procurement tender fee is collected along with tender wherever applicable.

12.3 OPENING OF TWO BID TENDERS AND EVALUATION:

- a) In case of Two bid system both Part A (Technical bid) and Part B (Price Bid) will be received at the same time, but in two separate sealed envelopes super scribed as 'Technical bid' and Price bid' respectively. Both these envelopes will be put in one single envelope super scribing the name of the work, Contract No and Date of opening. (E-procurement the envelope will be separate).
- b) Only Part A (Technical Bid) will be opened on the stipulated date and time. The Technical bids are to be scrutinized same will be done by the screening committee .The Technical evaluation report to be approved by the CFA with associated divisional financial concurrence for opening of Price Bid.
- c) A technical evaluation statement will be prepared on the various parameters / criteria and signed by the members. This should bring out in detail compliance report of each technical features of the tender with deviations. If any and the reasons for selection / rejection of tender and should be signed by all the members of the committee.
- d) Clarification should be obtained from the Bidders on technical aspects through a letter to clarify any deviation vis-a-vis tender requirements.
- e) The technical evaluation report should bring out acceptance or otherwise of the tenders without any ambiguity and make clear recommendations and signed by members of the evaluation committee. The proposal shall then be put up to CFA for obtaining approval for opening of Price bids only those tenders whose Part A offer is found technically acceptable. On approval, the Part B (Price bid) shall be opened on a pre-notified date and time in the presence of the qualifying Bidders, who wish to be present.
- f) Conditional quotation is liable to be rejected.
- g) Those Bidders who do not technically qualify shall be informed through a letter and their Price Bids shall not be opened. In case of e-procurement acceptance/rejection of the technical bid is marked in the portal and results are shared to the bidders. The Price bids of those tender's which have not been accepted by technical evaluation committee, shall be returned along with the EMD.



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12.4 LATE TENDERS:

The following procedure will be adopted in the case of late tenders:

- a) Any tender received after prescribed deadline shall not be considered.
- b) Late tenders shall not be opened. The same shall be returned to the respective tender with the covering letter.

12.5 CONDITIONAL TENDERS:

All conditional tenders / quotes which are in contravention to BDL contract conditions must be rejected. However, terms & conditions to the tender shall clearly indicate that no technical or commercial conditions are imposed in their price bid by the bidder.



CHAPTER – 13

TENDER EVALUATION AND PRICE NEGOTIATION

13.1 FREAK RATES:

- a) Freak rates are those rates, which are either unworkably low or unbelievably high. Such rates may be the result of genuine mistakes on the part of the Bidders such as quoting for one flat when the unit is a block of four or assuming the unit as one whereas the unit shown in the tender is hundred etc. Normally, only cases where the rate quoted by the Contractor varies from the detailed estimate rate (based on DSR CPWD percentage escalation or Market Rate for non DSR items, as the case be), by 25% or more should be considered as freak.
- b) Where 'Freak Rates' are noticed in the lowest acceptable offer, the Contractor may be informed of the rates quoted by them for the item and asked whether the rate is correct or whether they wish to correct the same. When addressing the contractor, it should be made clear to him that under any circumstances they will not be allowed to increase the rate. This letter shall be issued after the determination of L1.
- c) Cases involving low freak rates should be examined to see if the tender as a whole is workable. Where the tender is found unworkable, the same may be rejected. The tender shall be critically examined by a Tender Evaluation Committee comprising of ATA as chairman and a representative of finance, officer from Civil / PED and officer in charge of respective section and make recommendation for rejection of the offer if the tender as a whole is found unworkable with respect to prevailing market rates. L1 shall be determined after rejecting the unworkable tender among the available workable / acceptable quotes. A suitable clause shall be incorporated in the tender document with regard to rejection of unworkable quote.
- d) Where a tender involving freak rates is accepted for the reason that it is workable on the whole, care should be taken to see that the quantities in respect of such items are not varied to the disadvantage of BDL. Ordering the extra quantity up to 20% involving high freak rates should have the prior approval of ATA. For increase beyond this limit, the rate should be worked out based on market rate or quoted rate whichever is lower and the same will be treated as Non-Tendered Item. A clause to this effect should be introduced in the Terms & Conditions of contract. Also, prior approval of General Manager may be taken for this increase. Similarly, in case of low freak rates, reduction in quantities up to 20% should have prior approval of the ATA and beyond that approval of CFA should be obtained.
- e) In case where the contractor has furnished an unworkable quotation on the whole and wishes to raise the rate on being addressed about freak rates, suitable administrative action should be taken such as forfeiture of earnest money.

13.2 DEALING WITH TENDERS WHEN THERE IS A TIE:

In case of the tenders quoting the same figures (after arithmetical check etc) an opportunity shall be given to the parties for making a revised offer on the basis of a reduction in the total value in sealed covers, which shall be opened by the tender opening committee on a fixed date in the presence of the Bidders / their representatives. In the event of parties not agreeing to revise their tenders or for any other reasons, it is not possible to resolve the "Tie", the CFA shall exercise his discretion and accept the tender of the contractor who is considered to be the best.



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13.3 PROCEDURE FOR HOLDING PRICE NEGOTIATION WITH BIDDER:

- a) While floating tenders a special clause, in bold, shall to be incorporated stating that Bidders should quote and the minimum quote there would be no negotiation except with L1, if found necessary .This will enable Bidders not to built cushion for negotiations and to give their Best quote. Post tender negotiations are banned except in the case of negotiations with the Lowest Bidder (L1), if justifies. Negotiations should not be held as a matter of routine but shall be by exception only. Counter offer i.e., offering a target price will also amount to negotiation.
- b) Negotiation should be held only after obtaining approval of the competent authority.
- c) If the response to the tender is inadequate or the result of negotiation is not satisfactory the committee shall carefully consider retendering. In case ring-tendering / malpractice is suspected, retendering shall be resorted to and tender shall be issued to all prequalified agencies excluding the suspected agencies. The reasons for retendering shall be recorded by the committee.

13.4 PRICE NEGOTIATION COMMITTEE:

- a) Tender Committees are constituted by CFA with members from Civil, PED, Finance, Indenter/ User and any other member as required.



CHAPTER – 14

ACCEPTANCE OF TENDERS

14.1 POWER TO ACCEPT TENDER:

Acceptance of tenders shall be as per DOP.

14.2 ACCEPTANCE OF SINGLE OFFER AFTER INVITATION OF TENDERS:

In case of single offer from tenders floated through Open/ Limited Tenders or resultant single offer after techno-commercial evaluation, the CFA shall be one level above the level specified in DOP. In case CFA is CMD, CMD shall approve the tender with concurrence of D (F). Such cases are referred to a review committee constituted for this purpose, if recommended by CFA. The committee recommends for further course of action.

14.3 PROCEDURE FOR ACCEPTANCE:

- a) The CFA will approve the tender as per DOP, after obtaining financial concurrence.
- b) To avoid overrun and delay the acceptance of tender should not be unjustifiably delayed. Award of works without obtaining possession of the site and approval of the scheme by local body / statutory authorities may result in non-utilization of assets and delay in commencement and completion of work as such the same should be avoided.
- c) It shall be invariably ensured that once the offer is found techno financially acceptable, the work must be awarded without any loss of time. All necessary documents / drawings should be kept ready before hand.
- d) As soon as a decision is taken on the tender to be accepted, acceptance of the tender will be communicated by means of e-mail. The work order copy after financial concurrence is issued to the contractor within ten working days after approval, for submission of agreement specifying explicitly the acceptance of work order terms & conditions. A copy of agreement duly signed by BDL accepted officer is sent to the contractor. The work order and the contract agreement should be signed by the Appropriate technical authority (ATA) in case of Open tenders and AGM / DGM in other tenders on behalf of BDL as Accepting officer. The acceptance letter shall indicate the contract value. The contract agreement should be signed within fifteen days from the date of issue of work order. The contractor shall submit the contract agreement in the prescribed format in the required stamp paper. Work is taken up only after signing the agreement. However, Head of the Civil/PED or TSD may permit starting of the work immediately on approval based on urgency. However, no payment will be released till the contractor signs and submits the contract agreement. Site Hand over Certificate to commence the work will be issued by Engineer in charge. Delay in handing over the site should be avoided and at any reasons due to which such delay is unavoidable should be recorded by site-in-charge.
- e) Work order should not be split to bring within the powers of junior officer. The work, which has been tendered out as one entity should be awarded by single letter of acceptance / work order only, as issuing number of work orders would also amount to splitting and thereby bringing it within the powers of junior officers at execution. However work orders may be issued for various works covered under a terms contract within the scope of the terms contract works.



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The work order should be precise, definite and complete. The following documents shall form the work order.

- i. Tender Notice.
- ii. Instruction to Bidders.
- iii. Schedule – A (BOQ) containing the list of works to be executed and the rates for the various items of work.
- iv. Schedule – B containing the list of stores, if any, to be issued by BDL to the contractor either free for incorporation in work or on payment.
- v. Schedule – C containing the list of tools and plant, if any, that will be made available by BDL to the Contractor and the terms of such issue.
- vi. Schedule – D containing transport, if any, that will be made available by BDL to the contractor and the terms of such issue.
- vii. A summary of the tender incorporating contract value and taxes where applicable.
- viii. General Conditions of contract, as per standard form.
- ix. Special conditions of contract.
- x. General specifications.
- xi. Particular specifications.
- xii. Copies of amendments issued subsequent to issue of tender documents.
- xiii. Any correspondence that has taken place between the contractor and BDL from the time the tender is submitted to the time the acceptance is communicated such as negotiation letters.
- xiv. Apart from the scope of work the schedule of completion with milestones and expected date of completion for each milestone required by BDL shall be specified which shall be converted as a plan by contractor and submit to BDL for monitoring of the work.

NOTE:

- 1) All pages of the work order shall be numbered serially and the original tender documents along with agreement shall be kept in safe custody.
- 2) All corrections, omissions, insertions and over writings should be numbered.
- 3) Agreement should be signed by BDL official and contractor.

14.4 RE-TENDERING OF WORKS:

Re-tendering is not to be resorted to in the normal course. However, re-tendering shall be considered in the following exceptional cases.

- a) When the prices quoted are considered very high.
- b) When it is suspected that there is a ring existing and price have seem to be manipulated.
- c) Material change in the basic specification has been introduced after receipt of bids.
- d) None of the bidders meet the desired specification.



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- e) The L1 bidder withdraws the offer or fails to execute the order or does not agree for extension of validity when it becomes necessary.
- f) When there is a sudden slump in the market.
- g) Re-tendering when resorted to shall be only after obtaining the approval of officer competent to accord admin approval. In case there is no change in specification / Terms and Conditions or in case of urgency, the officer competent to accord admin approval may call for Limited Tender from agencies who have participated in the tender (except the L-1 agency who backed out) provided a minimum of 3 agencies are available for participation. However in cases of re-tender due to a, b, c, d above, and the officer competent to accord admin approval may call for Limited Tender or Spot tender from Registered Contractors / working contractors, if the work is considered urgent.
- h) When no bids are received.



CHAPTER -15

GENERAL CONTRACT ADMINISTRATION

15.1 MOBILISATION ADVANCE:

In case of works valuing Rs.100 Lakhs and above, the contract terms may provide for payment of mobilization advance. It should be expressly stated in the NIT/bid document with amount of mobilization advance, rate of interest and submission of BG of equivalent amount (Format of BD at Annexure – R). The quantum of advance may be regulated as under:

- a) A lump sum advance not exceeding 10% of the contract sum
- b) Mobilization advance will be paid in two equal instalments, the 1st instalment within 30 days of the signing the acceptance letter and production of Bank Guarantee for lump sum advance. The 2nd instalment will be paid after the Engineer-in-charge certifies that
 - i. Sufficient Mobilization has taken place.
 - ii. Work upto 5% of the contract value has been executed.
- c) The Bank Guarantee given by the Bidder / Contractor should be got verified from the issuing Bank.
- d) Timely action for revalidation/ encashment of Bank Guarantee shall be done to protect Company's interest.
- e) Provision of mobilization advance shall essentially be need-based. However, the decision to extend mobilization advance shall be taken with the due approval of CFA.
- f) The condition of mobilization advance against Bank Guarantee, applicable rate of interest, recovery schedule, penal rate of interest in the event of delay in recovery/ refund etc shall be clearly stipulated in the tender document.
- g) The recovery of mobilization advance shall be within a prescribed time schedule and shall not be linked to progress of work. This would ensure that even if the contractor is not executing the work or executing it at a slow pace, recovery of advance could commence and scope for misuse of such advance could be reduced.
- h) The mobilization advance shall bear interest at Prime Lending Rate applicable at the time of flating the tender shall be applicable and the same shall be specified in tender documents/NIT. This shall be recovered by BDL from the contractor together with the recovery of principal as and when it fall due as stipulated.
- i) The Bank Guarantee etc. taken towards security of "Mobilization Advance" should be at least 10%above the advance so as to enable recovery of not only principal amount but also the interest portion, if so required.
- j) The contractor shall furnish the Bank Guarantee in BDL's prescribed format towards advance, inclusive of interest calculated considering the recovery schedule. However, part 'Bank Guarantee' (BGs) against the mobilization advance can be taken in as many numbers as the proposed recovery instalments and should be equivalent to the amount of each instalment. This would ensure that at any point of time even if the contractor's money on account of work



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done is not available with the organization, recovery of such advance could be ensured by encashing the BG for the work supposed to be completed within a particular period of time.

- k) Any delay in recovery / refund of mobilization advance beyond stipulated period shall attract penal interest at 4% over and above SBI PLR as considered above is payable by the contractor to BDL.
- l) In case of Machinery and Equipment advance', insurance and hypothecation to the employer should be ensured.
- m) Utilization certificate from the contractor for the mobilization advance should be obtained.
Mobilization advance should be given in instalments and subsequent instalments should be released after getting satisfactory utilization certificate from the contractor for the earlier instalment.
- n) The rate of interest/penal interest shall undergo a change depending upon change in prime lending rate.
- o) The Bank Guarantees shall be valid up to the stipulated period of recovery /refund plus ninety days. The bank guarantee will be discharged on recovery of entire mobilization advance together with interest thereon.
- p) A clause in the tender document and the contract of cases providing for interest free mobilization advance" may be stipulated that if the contract is terminated due to default of the contractor, the Mobilisation Advance would be deemed as interest bearing advance at an interest rate of% [to be stipulated depending on the prevailing rate at the time of issue of NIT] to be compounded quarterly.

15.2 FORE CLOSURE OF CONTRACTS:

- a) The tender documents should provide a clause to the effect that if any time after acceptance of the tender BDL decides to abandon or reduce the scope of work for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-in-charge shall give notice in writing to the effect to the contractor. The compensation, if any payable for such foreclosure of work will be discussed mutually between BDL and the contractor and settled after taking into consideration the loss suffered by the Contractor on account of foreclosure of the contract. The contractor shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived consequent on foreclosure of the whole or part of the works. BDL shall have the option to take over the contractor's materials or any part thereof, either brought to the site or for which the Contractor is legally bound to accept the delivery from the suppliers.
- b) The amount of compensation payable to the contractor due to foreclosure will be decided by the authority one level above the authority competent to award the contract. However in cases where CMD and above is the approving authority, CMD will be competent to approve the amount of compensation.

15.3 TERMINATION OF CONTRACTS:

- a) The tender documents should provide a clause to the effect that the contract could be terminated by BDL, if the contractor



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- i. Makes default in commencing the work within a reasonable time from date of handing over of the site and continues in that state after a reasonable notice from Engineer-in-Charge [EIC].
 - ii. In the opinion of the EIC at any time, whether before or after extended date for completion, the contractor makes a default in proceeding with the work with due diligence and continues in that state even after a reasonable notice from EIC.
 - iii. Fails to comply with any of the terms and conditions of the contract before or after reasonable notice in writing, orders properly issued there under or, fails to complete the work, work order and items of work with individual dates for completion, and clear the site on or before the date of completion or fail to achieve the progress as set out.
- b) The accepting officer may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BDL cancel the contract as a whole or in part thereof or only such work order or items of work in default from the contract. Whenever the accepting officer exercises his authority to cancel the contract as a whole or in part under this condition, he may complete the work at the Contractor's risk and cost.
- c) If the cost of completion as invited exceeds the money due to the contractor under this contract, the contractor shall either pay the excess amount ordered by Accepting Officer, or recovered from the payment due to him from any other contract under the Division/ other Divisions of BDL or the same shall be recovered from the contractor by legal means. If the cost of completion as invited is less than the money due to the contractor same will not be refunded.
- d) In case BDL completes the work or any part thereof under provisions of this condition the cost of such completion is to be taken into account to determine the excess cost to be charged to the contractor, such charges under this condition shall consist of the cost of materials purchased/ and/or labour provided by BDL with an addition of such percentage to cover supervision charges and establishment charges as may be decided by the Accepting Officer whose decision shall be final and binding.
- e) The EIC shall issue reminder letters to the contractor regarding slow progress / non commencement of work and final notice shall then be issued by EIC before proposal for cancellation of the work in put up and approved by the CFA. While putting up the proposal for termination it shall also be recommended that the defaulting Contractor be debarred from quoting for BDL works for a period of Two Years, from date of termination. On approval of cancellation, letter shall be issued by AGM/ DGM/ SM (Civil) or head of works Engg. Department on behalf of the CFA.
- f) **TERMINATION OF CONTRACT FOR DEATH:**
Without prejudice to any of the rights or remedies under the contract, if the Contractor dies or attains legal disability, the Accepting Officer shall have the option of terminating the contract without any compensation to the Contractor. BDL shall have the right to get the work completed by itself, or through any other contractors or agency at the cost and risk of the contractors or his successors in interest.
- g) In case of termination of contract, re-tendering is to be restored to.



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15.4 DEFECT LIABILITY PERIOD:

- a) Normally the defect liability period shall be one year. For maintenance works it will be one month unless otherwise specified in the tender / contract. However for works pertaining to bituminous surfacing (Roads works), water proofing treatment & anti-termite treatment will have the longer maintenance period up to 5 years including the normal defect liability period. During this period the contractor will be responsible to rectify all the defects notice and attributable to the work done by him in respect of works executed by him. This should be made clear in the tender documents. A guarantee on stamp paper of prescribed value shall be obtained from the contractor along with the final bill for special nature works.
- b) As soon as any defects in the work come to the notice, the Engineer-in-Charges should request the contractor, in writing, to rectify the defects noticed and inform him that in case he fails to do so within a reasonable time as decided by ATA, BDL should proceed at his risk & cost and get the work completed. The cost incurred by BDL should be recovered from the defaulting contractor from the Defect Liability Deposit or if the money to be recovered is higher than the SD, then from any amount due to contractor from any other contract in BDL or any other means.

15.5 EXTRA / SUBSTITUTED ITEMS AND VARIATION IN QUANTITIES VARIATION IN QUANTITIES:

- a) New items of work, i.e., items not in the contract are commonly known as extra or addition items.
- b) Substituted items are the ones which substitute the existing ones or are taken up in lieu of those already provided in the contract. These can be with modifications of the items provided in the contract.
- c) Variations in quantities of items arise when there is increase, decrease or omission in the quantities of items in the contract.
- d) All efforts should be made to avoid deviations. Deviations, if any, in the contract will need approval of the competent authority.
- e) In case of quantity variations after the award of work due to changes in drawing / design, specification / user requirements / any other reason, payment shall be made as per the agreed rates of the contract agreement. The deviation statement will be as per Annexure – T if the deviations are minor in the view of Engineer-in-charge approval of the competent authority may be taken before the final bill is paid. In case of major deviations, Engineer-in-charge will take interim approvals at appropriate stages during execution.
- f) All rates for extra / substituted items shall be verified by the Civil / PED or TSD before the same are approved by the competent authority with finance concurrence. The extra and substituted items shall be approved in the proforma as per Annexure U and V respectively.
- g) The rates of extra / substituted items, which are yet to be approved by the competent authority, may be paid to the contractor, pending approval, in the running account bills at part rates to be termed as "Provisional Rates". The provisional rates to be paid should not exceed 80% of the rates assessed by the Engineer-in-charge.



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h) Proposal for fixing rates for the extra and substituted items of works should be submitted by the Engineer-in-charge as and when any extra / substituted item is effected in the case of major deviations. A complete analysis of rates must also be submitted with justification for extra / substituted item and the approval of competent authority obtained as per DOP. In case of minor deviation, approval of competent authority may be obtained before the final bill paid.

The following are to be ensured while analysing the rates:

- i) Relevant Quotations / Vouchers / bills if any, furnished by the contractor.
- j) Detailed analysis of rates supported by drawings / sketches wherever required.
- k) Proper nomenclature of the items.
- l) Copy of analysis of rate, given by the contractor and his acceptance of the final rate arrived at.
- m) Verification of the extra / substituted rates by the Concerned Department of the Unit before, the same is put up to the sanctioning authority for approval.

15.6 AMENDMENTS:

- a) Where an item of work which is altogether new or in not contingent upon the work already entrusted to the contractor, or is likely to affect the scope of the contract substantially, is proposed to order on the contractor, the same should be ordered through an "amendment" to the contract. On approval of Deviation for amendment shall be communicated to the Agency/ concerned department by an authorized officer.
- b) An officer who is competent to conclude a contract is also competent to amend the same, provided that the total value of the contract as amended fall within the powers of the officer to accept the contract. However, amendment to contracts for the following requires approval of the authorities indicated below:
 - i. Where the amendment seeks to increase the rate in the existing contract approval of CFA one level above the CFA who has approved the tender originally. In case CFA is CMD the amendment to increase the rate is also approved by CMD with concurrence of D(F).
- c) In order to avoid disputes, it is essential that:
 - i. All deviation orders/ amendments issued to contractors are in writing:
 - ii. The rates for the work so ordered are communicated to the contractor at the time of deviation is ordered.
- d) For Service works contracts: Amendment shall be for any increase in the minimum wages as notified by statutory authority viz. Labour Commissioner will be borne by BDL along with ESI, EPF, EDLI as applicable, financing cost as authorized on increased amount arising out of the revision of minimum wages will be paid to the contractor towards the service charges on increased wages. This will be paid on production of necessary vouchers/ records and after approval of Management. The contractor shall be exempted from the Retention Money and Security Deposit on additional contract value arising out of wage increase. The contractor shall pay wages not less than the stipulated wages for the personnel engaged. The contractor shall be liable to pay E.S.I, E.P.F, EDLI etc.



15.7 PRICING OF DEVIATIONS:

Deviations are priced for tendered or non-tendered items in the following manner:

- a) The prices are taken from schedule – A for the same item else from similar item.
- b) However, in case those prices are high freak rates the prices of DSR are considered with applicable percentage recommended by CPWD.
- c) Where It is not possible to derive the rate from the DSR i.e. the item is not available in DSR, the same will be based on the material cost to the contractor, which will include taxes if any etc., plus a profit of 15%. In this case contractor has to produce satisfactory evidence in the form of cash vouchers as proof of expenditure. The material cost shall be based on cash vouchers and derivation for labour and other factors shall be done to arrive at the total cost. In such cases the EIC will make a thorough analysis of the rate payable to the contractor based on engineering norms such as CPWD / MES / NBO and after satisfying himself of the reasonableness of the rate, shall give a certificate that “The Rate is checked for its Reasonableness”. The NTI (Non Tendered Item) rate should be checked by the finance to obtain ATA approval.

It shall be ensured by the Engineer in Charge that the deviations / amendments do not result in change in tender priorities. However, in case the same is inescapable in the interest of completion of interned work, the work shall be executed and the fact of change in tender priority shall be categorically stated with justification thereof while approval for deviation.

15.8 EXTENSION OF TIME:

- a) Time is the essence of contract. The contractor's quotation depends upon the time allowed for completion of work. The conditions under which the contractors are entitled for extension of time are enumerated in the contract. Engineering officers should take all steps to ensure that the obligations devolving on BDL are discharged without delay so that the Contractors do not ask for extension of time. Conversely, BDL should not undertake responsibility which it cannot discharge such as issue of stores / tools and plant etc., not available not likely to be available with BDL. As soon as possible after the contract is concluded the Engineering in Charge and the Contractor shall agree upon a time and progress chart. The chart shall be prepared in direct relation to the conditions stated in the contract documents for completion of items of work.
- b) It is essential to accord priority to the post contract follow up for execution of works. The time extension shall be granted only on bonafide requests and not in a routine casual manner. After expiry of the contract period, company shall re-frame from exchanging correspondence with contractor. For any delays on the part of the contractor in completing the contract the liquidate damages clause shall be invoked. In case more than one contractor are engaged on a project and delay occurred, the case shall be analyzed in a total perspective and the agency responsible for the delay, including the consultant LD shall be appropriately levied.
- c) **EXTENSION OF TIME FOR SERVICE / TERM CONTRACTS:**

It is necessary to analyse the extension of contracts in an exhaustive manner by taking into account the aspects of the transparency in contract administration, cost effectiveness and



also minimizing statutory liability of the company on labour oriented contracts. Following shall be adhered to while handling extension of contracts:

- i. The period of contract must be explicitly specified for a definite period in the contract for one year or two year as the case may be.
- ii. Provision of clauses such as “extendable by another year by mutual agreement” should not be included in the contract.
- iii. Tendering for fresh contract should be taken up by the competent authority well in advance as per time frame required for notification and finalization of tenders as per procedures laid down which shall be minimum three months period to the termination of the current contract.
- iv. However, there can be certain unavoidable circumstance, wherein the competent authority feels that the extension of a particular contract is necessary to be extended and he shall put up for approval of CFA with due justifications.
- v. The powers to grant extension of time and decision to impose/waive LD shall be with CFA, however ATA shall recommend and record the reasons thereof.

15.9 FORCE MAJEURE CLAUSE:

- a) Force majeure shall mean fires, floods, natural calamities or other acts such as w a r , turmoil, strikes (has not limited to be establishment of the seller), sabotage, explosions, and quarantine restrictions beyond the control of the either party.
- b) Force majeure clause may not be included suo-moto in the contracts forwarded to the Contractor. However when the contractor insists for inclusion of such a clause the case should be examined in the light of CVC observations.
- c) In case where it is decided to include a force majeure clause in the contract, the clause as per standard format, at Annexure - S.



CHAPTER – 16

SPECIAL CONTRACT CLAUSES

16 CORRUPT OR FRAUDULENT PRACTICES:

- a) The Employer requires that the Bidders / suppliers / Contractors under this contract, observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy the Employer defines, for the purpose of these provisions, the items set forth below as follows:
 - i. “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - ii. “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- b) Will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- c) Will declare a Bidder ineligible, either indefinitely or for a stated period of time to be awarded a contract / contracts if he at any time determines that the Bidder has engaged in corrupt and fraudulent practices in competing for or in execution, the contract.

16.1 INTERPRETATION:

- a) In interpreting the conditions of contract, singular also means plural, male also means female or neuter and the other way around. Headings have no significance. Words have their normal meaning under the language of the contract (English) unless specifically defined. The EIC or his nominee with provides instructions clarifying queries about the conditions of contract.
- b) If section completion is specified in the contract data, references in the conditions of contract to the works, the completion date, and the intended completion date apply to any section of the work (other than references to the completion date and intended completion date for the whole of the works).

16.2 SECRECY:

- a) The Contractor shall take all steps necessary to ensure that all persons employed on any work in connection with the contractor have notice that Indian Official Secrets Act. 1923 (XIX of 1923) applies to them and will continue to so apply even after the completion of such works under the contract.
- b) The contract is confidential and must be strictly confined to the Contractors own use (except so far as confidential disclosure to Sub-Contractors or suppliers is necessary) and to the purpose of the contract. All documents / drawings thereof and there from furnished to the Contractor shall be returned to the Employer on completion of the work or the earlier determination of the contract (cost non-refundable).



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- c) The Contractor shall employ only Indian Nationals as his representatives, agents, servants and workmen and verify their antecedents and loyalty before employing them for the work. He shall ensure that no person of doubtful antecedents and nationality is in any way, associated with the works. If for reasons of technical collaboration or other consideration, the employment of any Foreign Nationals is unavoidable, the Contractor shall furnish full particulars to this effect to the Accepting Officer at the time of submission of his tender.
- d) BDL or his nominee shall have full powers and without giving any reason to require the Contractor immediately to cease to employ in connection with this contract any representative, agent, servant, workmen or employee whose continued employment is in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

16.3 PATENT RIGHTS:

The Contractor shall fully indemnify BDL or the Agent, servant, or employee of BDL against any action, claim or proceeding relating to infringement or the use of any patent or design rights, or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any articles or part thereof included in the contract. In the event of any claim being made or, action brought against BDL or any agent, or servant or employee of BDL in respect of any of the matters aforesaid, the Contractor shall immediately be notified thereof for taking necessary action provided that payment or indemnity shall not apply when such infringement has taken place in complying with the specific direction issued by BDL in writing but the Contractor shall pay any royalties payable in respect of any such use.

16.4 AWARD OF CONTRACT TO PSUS / GOVT AGENCIES:

As per the provision of GFR 2005 and amendment no 1, it is allowed to award contract on Govt agency who are specialised in construction on nomination / single tender basis.

The following to be ensured while awarding:-

- a) The PSU's do not sublet the contract to other Contractors without the prior approval of the Divisional Head. Provisions in the tender document should be made accordingly.
- b) Adequate safeguards shall be provided in the tender document / contract to ensure that PSU's having contract with BDL, adhere to the CVC instructions issued vide letter No 06—3-02-CTE-34 dt. 20-10-03 in selection of sub-contractors. A clause may be incorporated in the tender document / contract for all such works/procurement in lie with CVC guidelines.
- c) Back to Back sub-contractor is not allowed as stipulated in the above circular.



CHAPTER – 17

EXECUTION

17.1 MANDATORY TESTS:

Mandatory tests on various materials are to be conducted for works costing more than Rs.50.00 Lakhs as per the prescribed frequency in the contract document / BIS codes to ensure the quality of materials used in the work. For works costing less than Rs. 50.00 Lakhs, EIC will decide the tests and frequency of these tests to be conducted. Tests shall also be carried out as per BIS for the works executed such as concrete work, bituminous carpet, flooring, masonry mortar etc., Tests results obtained from outside labs (accredited only) are to be properly recorded in the test registers by giving the reference to the test report. The test results should be compared with in acceptability criteria. Record of quantity of material brought and tests conducted should also be maintained in the test registers to ensure that tests have been conducted as per prescribed frequency.

- a) On satisfactory report of the test conducted only the materials shall be allowed for incorporation in the work / works.
- b) A list of mandatory tests of materials/ works done shall be indicated in the tender conditions depending upon the nature of work.

17.2 SITE RECORDS:

- a) The Engineer – in charge or his representative(s) will maintain a ‘Site Order Book’ for each contract in which he will record all orders on contractor for commencement of work, deviations, stopping of work, the contractor should be required to note these instruction and sign in token thereof. Any objections raised by the contractor should be promptly attended to and resolved without delay.
- b) The Engineer in charge or his representative (s) shall maintain the following Site registers / documents in order to control the quality of works as per relevant specifications and also to ensure passing of materials / works at appropriate stage, as per terms of contract:-
 - i. Works Diary for all works (Annexure – W).
 - ii. Works passing Register / Material Passing Register for all works.
 - iii. Cement Register / Cement Consumption Register for all works (Annexure – X).
 - iv. Steel Register / Steel consumption register for all works.
 - v. Cube Test Register for works.
 - vi. Site Order Book for all works (Annexure – Y).
 - vii. Hindrance Register for all works (Annexure – Z).
 - viii. Material Testing Registers for major works.
 - ix. Sample approval register for major works.
 - x. Dismantled material / recovered items such as cut trees, rock / stones from the work site Register for major works. (Annexure – AA).
 - xi. Concrete design mix Register for major works.



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- xii. Anti termite register.
- xiii. Test Register for sand.
- xiv. Labour register.
- xv. Record of paints, Bitumen, Tar, Anti-termite Chemical etc., Register for all works.
- xvi. Inspection Register for major works.
- xvii. Bills register (showing bill submission date, bill details and passed amount for running bills / material advance bills] for major works.
- xviii. Final bill register for major works.

17.3 QUALITY IN EXECUTION OF WORKS:

- a) It shall be the responsibility of all technical persons associated in the work including Supervisors and Executives of the Company to ensure quality in execution of works undertaken departmentally and through the Contractors for ensuring quality in workmanship, material used in the work and satisfactory performance / functioning of the works / services executed.
- b) Whenever the work executed by the contractor is not as per the specification but it is incorporated as a substitute item, it shall be reviewed by ATA. In review of ATA, if the item incorporated is technically not acceptable, the contractor has to redo the work at his cost without any claim. In case the work is technically acceptable, appropriate recovery may be effected for not carrying out the work as per specification. However, supervisors and executives responsible for execution shall ensure that the work is as per the accepted standards / norms. In normal course no such deviations shall be encouraged / entertained.
- c) EIC to ensure that laboratory tests as laid down in the specifications are carried out at appropriate time. Materials failing to conform to the required specifications shall be rejected and shall be got removed from the site immediately. As far as practicable, tests on materials will be carried out at the construction site in a field laboratory, which will be set up under the control of the Engineer-in Charge.
- d) For works costing more than 25 Lakhs, records shall be maintained for receipt and consumption of material like Paints, Bitumen, Cement, Cables, wires etc. However, for all works material receipt records shall be maintained.
- e) For proper implementation of Quality Control at the work site, it is imperative to closely associate the contractor / agency. For this purpose, the Engineer – in Charge and the Contractor or their representative s shall be associated with the tests carried out. They should be familiar with the quality Control procedure being followed in the project.
- f) Design Mix Concrete shall be as per BIS & CVC Circular No. 34/19/10 dated 07/01/2010 for Designing of Concrete Mix and its acceptance Criteria shall also be followed.
- g) Performance appraisal of contractors shall be maintained, which act as reference to improve their performance or suspended them.

17.4 INSPECTION OF WORKS:

- a) In such cases a special condition should be provided for in the contracts clearly stipulating that the company has the right to inspect the progress and quality of work without in any way



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taking away or diminishing the responsibility of the contracting firms for the soundness of the structure and the execution of the contract. It should be specifically stipulated that, in the event of the company's representatives noticing any defect whatsoever during the construction work, it should be binding upon the contracting firm to have the defect investigated in details by any of the reputed organization referred to above or such other Competent organization acceptable to the company. The cost of the investigation shall be borne by the Contracting firm in case a defect is established or otherwise pointed out by the company. It will also have to be stipulated that, in the event of any defect having been established as a result of reference to the specialist organization of the type referred to, it shall be incumbent upon the contracting firm to propose remedial measures therefore and obtain the acceptance of that specialist organization to such measures before the corrective action is undertaken.

- b) The Engineer in charge shall have power at any time to inspect and examine any part of the works either at the manufacturing plant or at the site of execution and the Contractor shall give such facilities as may be required to be given for such inspection and examination.
- c) Should the Engineer in charge consider, at time during the construction or reconstruction or prior to the expiry of the maintenance period, that any work has been executed with unsound imperfect or un skilled workmanship or of a quality inferior to that contracted for, or not otherwise in accordance with the contract (in aspect whereof the decision of the Engineer in Charge shall be final binding and conclusive), the Contractor shall on demand in writing from the Engineer in Charge specifying the fault, notwithstanding that the same may have been inadvertently passé, certified and paid for, forthwith rectify or remove and reconstruct the work so specified, in whole or in part as the case may require, at his own expense to the entire satisfaction of the Engineer In Charge, and in the event of his failing to do so within a period to be specified by the Engineer in charge in its demand aforesaid, BDL may carry out the works by other means at the risk and expense in all respects of the Contractor.

However, the liability of the Contractor under this conditions shall not extend beyond the maintenance period except as regards workmanship which the EIC shall have previously given notice to the Contractor to rectify.

- d) In case BDL carried out any work at the risk and expense of the Contractor under the provisions of this condition BDL may do so by any means and agency at their sole discretion and the cost thereof as certified by the Engineer-in-Charge shall be final, binding and conclusive on the parties.

17.5 APPROVAL OF WORKS BY STAGES:

- a) All works consisting of more than one process shall be subject to examination and approval at each stage by the Engineer-in-Charge or his nominee thereof and the Contractor shall give due notice in writing to the Engineer-in-Charge when such stages is ready. Approval of works by stages shall be recorded in Work / Stage Passing Register. In default of such notice being received, the Engineer-in-Charge shall be entitled to disallow the work or any part thereof at any time he may choose and in the event of any dispute, the decision of the Engineer-in-Charge thereon shall be final and conclusive.



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- b) If any work is so disallowed, the same shall be redone by the Contractor at his cost to the satisfaction of Engineer-in-charge .Also in the event of failure of the Contractor to give notice, he shall uncover any part of the works and/or make openings in or through the same as the Engineer-in-charge may direct for his verification and shall make good such part to the satisfaction of the Engineer-in-charge at the Contractor's expense.

17.6 TECHNICAL EXAMINATIONS AND OVER PAYMENTS / UNDER PAYMENTS:

- a) The company reserves the right to carry out post-payment audit and technical examination of the running / Final bill including all supporting vouchers, abstracts, etc., the company further reserves the right to enforce recovery of any overpayment when detected, notwithstanding the fact the amount of the running / final bill figures in the arbitration award.
- b) It as a result of such audit and technical examination any overpayment is discovered in respect of any work done by the contractor or alleged to have been done by him under the contract, it shall be recovered by the company from the contractor or if any underpayment is discovered, the amount shall be duly paid to the contractor by the company.

Provided that the aforesaid right of the company to adjust over payments against amounts due to the contractor under any other contract with the company shall not extend beyond the period of three years from the date of payment of the final bill or in case the final bill is MINUS bill, from the date of the amount payable by the contractor under the MINUS final bill is communicated to the contractor.

17.7 TECHNICAL AUDIT :

- a) The Divisional / Unit Head shall form Technical Audit teams from time to time for various disciplines. The Technical Audit team shall carry out checks on quality, technical aspects, specifications, quantities, and payments procedures etc., followed on the similar guidelines of CVC.
- b) The Technical Audit team shall conduct inspection of works as decided by the Division Unit Head with a view to ensuring adherence to laid down procedure. These inspections will be utilised to assess the effectiveness of the existing procedure and will serve as feed-back for causing improvement in the contracts system.
- c) The Technical Audit team should also suggest / recommend remedial action as may be required in a suitable manner. The Engineer-in-charge should ensure due action on the observations of the technical audit team.
- d) Any observations / audit remarks of CTE, Government Audit, Internal Audit etc., shall be made available to technical audit team by the Engineer-In-Charge for reference while auditing.

17.8 CHIEF TECHNICAL EXAMINER (CTE)'S ORGANISATION:

CTE's organization can examine original or repair works of any magnitude, yet considering its own limited resources it generally examines works of a larger size only. For this purpose Quarterly Progress Reports (QPR's), in respect of Civil, Elect/Mech. Works, Horticulture works, Consultancy 2 largest value contracts, Service contracts 2 largest value contracts are to be submitted to vigilance department.



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- a) While submitting the QRP returns to the CTE Organisation, the following points are to be kept in mind:
- i. The cost of the work relates to the accepted / tendered value of the work and not the estimated cost.
 - ii. If one Ministry / Department / Undertaking of the Central Government has entrusted the work to another Ministry / Department / Undertaking of the Central Government of execution, it may be included in the return to be submitted by both the Organizations.
 - iii. The location of the work must be indicated.
 - iv. Use of abbreviations that are not known ordinarily should be avoided.
 - v. Air-Conditioning, Telecommunication Engineering works etc., may be treated as Electrical works and Marine works may be treated as Civil works for the purpose of reporting to the CTE Organization.
 - vi. The purchase of ready-built properties, materials and stores, if not purchased on DGS & D approved rates or at the rates approved by other Govt. agency may also be treated as works for the purpose of inclusion in the Quarterly Progress Reports. However, cases wherein the supplier is a Central Government Department or Central Government Undertakings need not be included.
 - vii. The QPR's for purchase of stores / materials are to be submitted separately.
 - viii. Some of the departments have set up Civil Wings for execution of their civil works. While such Civil Wings submit QPR's with regard to the works being executed by them, the other works being executed through Contractors or any other agency are not being reported to the CTE's. The concerned departments should also report such works to the CTE's Organisation.
 - ix. All the works undertaken by the Organisations, whether in India or outside India should be included in the QPR's.
 - x. QPR's should be sent to the CTE Organisation every quarter, even if the information is nil.
 - xi. All works in progress, contracts, awarded, and the works completed during the quarter should be included in the QPR's. In respect of works completed during the relevant quarter, the actual date of completion should be indicated.
 - xii. The QPR's in respect of Civil works, Electrical works, Purchase cases and Horticulture works should be submitted on separate sheets of paper so that it can be detached and sent to concerned technical examiner.



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Works / Contracts	Revised Value
Category -I i. Civil works ii. Turnkey works contracts iii. Stores & purchase iv. PPP-public Private Partnership (Cost/Revenue values) v. Sales of goods /scrap/land.	Rs. 5 Crores & above.
Category –II vi. Electrical/Mechanical works / Maintenance /services contract including electronics / instrumentations/ Telecommunication/ Manpower supply, etc. vii. Medical equipment viii. Consultancy contracts	Rs.1 crore & above Rs.50 lakhs & above Rs.1 crore & above
Category –III ix. Horticulture works x. Supply of Medicines	Rs.10 lakh & above 4 largest value contracts.

- xiii. In case organization, which are undertaking such works in the areas mentioned above where the monetary value of all such works is less than the limits prescribed above, they may report 2 largest works in progress in each discipline. If the organization is not undertaking any work under any particular, a 'Nil' report should be furnished.
- xiv. Information not asked in the format of QPR should be avoided.
- xv. The QPRs shall be prepared as per the standard format and sent to the Vigilance department of the Division / Complex. (Refer CVC Circular No.98-VGL-25 dt 30-07-2012).
- xvi. Registration of Consultants and Contractors for Rs. 1.00 Crore & above and also below Rs. 1.00 Crore is placed in Chapter 10.
- xvii. All Annexures, the formats of BG's for SD, Mobilisation Advance, Agreement, Indemnity Bond etc., Application for registration of Contracts/ consultants and CVC/CTE/VIG circulars references are placed in Section III.

17.9 SUPERVISION OF WORKS BY CONTRACTOR:

- a) The Contractor shall either himself supervise the execution of the contract or shall appoint competent and experienced Engineers on his own for supervision of the work. Where the contractor is not a qualified Engineer or even if he is so qualified but in the opinion of the accepting Authority, cannot give full attention to the works, the Contractor shall at his own expense employ adequate Engineers to supervise the work and to receive instruction from the Engineer-in-Charge. The following will be the minimum Engineers to be employed for the contract.



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S.No	Works Cost (Rs. In Lakhs)	Degree Holders	Diploma Holders
1	25 to 50	One with Minimum of 2 years experience (Civil / Electrical / Mech.) or One with minimum 4years relevant experience (Civil / Electrical / Mech. engineer)	
2	50 to 100	One with at least 3 to 5 years practical experience in relevant work (Civil / Electrical / Mech.)	Two at least 3 to 5 years relevant experience (Civil / Electrical / Mech.)
3	100 to 500	Two with at least 5 years practical experience in relevant work (Civil / Electrical / Mech.)	Two at least 3 to 5 years relevant experience (Civil / Electrical / Mech.)
4	Above 500 up to 1500	Resident Engineer : One with at least 8 to 10 years practical experience in relevant work (Civil / Electrical / Mech.)	Two with at least 5 years relevant experience & three with at least 3 to 5 years relevant experience (Civil / Electrical / Mech.)*
		Or as specifically mentioned in the tender	
5	Above 1501 up to 3000	Resident Engineer : One with at least 8 to 10 years practical experience in relevant work (Civil / Electrical / Mech.)	Three with at least 5 years relevant experience & four with at least 3 to 5 years relevant experience (Civil / Electrical / Mech.)*
		Or as specifically mentioned in the tender	
6	Above 3000	Resident Engineer : One with at least 8 to 10 years practical experience in relevant work (Civil / Electrical / Mech.)	Three with at least 5 years relevant experience & four with at least 3 to 5 years relevant experience (Civil / Electrical / Mech.)*
		Or as specifically mentioned in the tender	

Note: * Suitably allocated for handling Quantity Surveying, Field Laboratory, Surveying and other specialized works.



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- b) The employment of Engineers as aforesaid shall be with the approval of the Accepting Officer / Engineer in charge who may verify the qualifications / experience.
- c) This does not apply to exclusive service contracts like Housekeeping, Horticulture etc., where specification will be provided as per the tender.
- d) For non-deployment of Engineers as above the following deductions will be made in bill:
- Degree Holder (Civil/Electrical/Mechanical) with some Experience: Rs. 15,000/- per month.
 - Degree Holder (Civil/Electrical/Mechanical) with 2 Yrs or Diploma Holder with 4 Yrs Experience: Rs 22000/- per month
 - Degree Holder (Civil/Electrical/Mechanical/Electronics and communication) with 3 Yrs or Diploma Holder with 5 Yrs Experience: Rs. 30,000/- per month.
 - Resident Engineer: Rs. 45,000/- per month.
- e) On acceptance of the tender the Contractor shall furnish within 14 days to Engineer-in-Charge for his approval, site set up with list of Engineers, Supervisors and other staff to be employed by him with their date of joining.
- Non-deployment or less qualified staff deployed by a contractor is a serious breach of terms of contract. Therefore, for the first time contractor should be warned in writing and necessary recoveries affected for sub-standard work. For any subsequent breach, the contractor should be banned from business with BDL as per rules by keeping proper records.
 - A certificate shall be given by the Engineer-in-charge to the effect that the contractor / department has engaged and experienced Engineer(s) as per the contract and the supervision is satisfactory. In case the contractor fails to deploy the requisite Engineer(s) as per the contract, the Engineer-in-charge with the approval of the competent authority should ensure proper supervision by deploying qualified & experienced Engineer(s) and recovery made for the same from the bills by invoking risk and cost clause of the contract.
 - The certificate as above should accompany the running bill and the final bill of the contractor before release of payment.
- f) All works shall be subject to examination and approval by the Engineer-in-charge. No work shall be covered up or put out of view prior to such approval and the contractor shall give due notice to the Engineer-in-charge or his authorized Representative, whenever any such work is ready and the Engineer-in-Charge or his authorized representative shall without unreasonable delay, attend for the purpose of examining such works.
- g) In the event of the failure of the Contractor to give such a notice, he shall uncover any part of the works and/or make openings in or through the same as the Engineer-in-charge may direct for his verification and shall make good such part to the satisfaction of the Engineer-in-Charge at Contractor's expense.



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- h) If any such part covered up or put out of view after being approved by the Engineer-in-Charge, is required to be uncovered subsequently, the same done by the contractor. If it is found on uncovering the work was executed in accordance with the contract, the expenses of uncovering and / or making openings in and making good the same shall be borne by the company.

17.10 RESPONSIBILITY OF CONTRCTOR AGAINST RISKS:

During currency of the contract it shall be the responsibility of the Contractor to safeguard all materials (tools, tackles, plant, equipment etc. either issued by BDL of brought by the Contractor), against all losses, damages, on account of thefts shortages, fire or any reasons whatsoever and BDL. Shall not be responsible for loss, damages etc. as afore said. The contractor shall solely be responsible for protecting and securing such property.

17.11 EXCAVATIONS, RELICS, ETC:

- a) Materials of any kind obtained from excavation on the site shall remain the property of the Company and shall be disposed off as the Engineer in Charge directs.
- b) All gold, silver, oil and other materials of any descriptions and all precious stones, coins, treasurer, relics, antiquities and other similar items which may be found in or upon the site shall be the property of the Company. The contractor shall duly preserve the same to the satisfaction of the Company and shall from time to time deliver the same to such person or persons as the Company may appoint to receive the same.

17.12 SUB – LETTING :

- a) The contractor shall not sublet whole of the work [back to back basis]. The contractor shall not assign or sub-let the whole or any portion or portions of the contract or allow any person to become interested therein in any manner whatsoever without the prior written approval of the company. The sub-letting is allowed only in specialized works with prior permission from BDL. Provided always that the provision of labour on a piece work basis shall not be deemed to be sub-letting.
- b) Contractor is permitted to engage specialized agencies for part of the work with prior approval of CFA on the recommendation of the Engineer in Charge. The Contractor shall only engage specialized agency for work where his domain expertise is not duly available. However, a suitable tender clause to be provided to indicate the specialized works where contractor intends to engage specialized agency.
- c) All statutory requirements such as ESI, EPF, Labour License etc., should be in the principal name of the Contractor only. Any such consent shall not relieve the Contractor from any of his liability or obligation under the contractor and he shall be responsible for the acts, defaults and neglects of any sub-contractor, his representative, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor.
- d) Any breach of the above conditions shall entitle the Engineer in Charge to action to rescind the contract.

17.13 SAFETY CODE:

The contractor shall at his own expense arrange for the safety provisions in respect of all labour directly or indirectly employed for performance of the works and shall provide all facilities in connection therewith.



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- h) For recording measurements and for preparing abstract, the BOQ item No. shall be given neatly, with the description of the item in brief.
- i) In case of items not covered in the BOQ, the full nomenclature shall be reproduced in the M.B and bill form.
- j) The full nomenclature of the items shall be adopted in preparing abstract of final bill in the measurement bill and also in the bill form for final bills. However the full specification shall be made in case of Non- tendered items in the deviation statements.
- k) All measurements should be recorded neatly in the M.B. The signature of the Contractor or his authorized representative should be obtained in the measurement book of each set of measurements.
- l) The measurements shall be recorded in ink. No entry shall be erased or overwritten. If a mistake is made, it should be corrected by crossing out the incorrect words or figures and inserting the corrections; the correction thus made shall be initialed and dated by Officer recording / checking measurement and the contractor or his authorized representative.
- m) The person recording the measurements should close each set of measurements with the certificate that "Measurements in page No. _____ to _____ are taken jointly and recorded by me" over his full signature with date. Similarly the contractor shall also give a certificate that "The measurements in page No. _____ to _____ have been taken jointly and accepted by me", with dated signature.
- n) In case of major works costing more than Rs.50.00 Lakhs with the approval of ATA, the measurements may be recorded with the help of computer subject to the maintenance of proper site record for taking measurements at site. However, these measurement books for each RA bill shall be neatly bound with proper page number with due certification of Engineer in charge. Each page of the measurement book shall be signed by EIC / Representative and Contractor / Authorized Representative for authenticity including certification of measurements as done in regular measurement books. In this case the page numbers should appear in each page serially as well as the total pages of MB.
- o) The pages of the MB's should be machine numbered. Entries should be recorded continuously and no blank page left or torn out. Any page or space left blank in advertently should be cancelled by diagonal lines, the cancellation being attested and dated.
- p) When any measurements are cancelled/corrected/disallowed that must be endorsed by the Officer ordering the cancellation with dated signature or reference to his orders shall be endorsed by the officer who has recorded the measurements with dated signature. The reasons for cancellation are also to be recorded.
- q) Measurement shall be recorded by Site-In-Charge or Engineer-In-Charge.
- r) The hidden measurement should be recorded by Site-In-Charge during the progress of work and duly certified by the Engineer-in-charge. Contractor's signature is also obtained for these measurements stating that they have accepted the measurements.



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18.2 TEST CHECK OF MEASUREMENTS:

The measurements recorded will be subject to a test check at site of minimum 50% value of each RAR by Engineer-in-Charge & not less than 10% value of each RAR by Officer to whom EIC reports. Random check at their discretion may be carried out by HOD/ officer to whom officer of EIC reports. A certificate to the effect that the test checks have been carried out wherever initiated will be recorded by the Engineer-in-Charge & Officer-in charge at the end of each bill in the relevant measurement book and also in the Final bills. A certificate will also be given by EIC to the effect that work has been executed satisfactorily as per contract specifications and counter signed by OIC at the end of each bill in measurement books as well as bill copies.

NOTE:

In case of non-availability of specified officers in the Division, Head of Department will have powers to nominate alternative officer from the department, to test check the measurements.

18.3 CUSTODY OF THE CONTRACT & MEASUREMENT BOOKS:

- a) As soon as Agreement is signed the copy of tender documents including copy of work order, copy of agreement and original bank guarantees if any will be forwarded to Finance. The Civil / Plant Engineering Department will keep original tender / correspondence, Quotation submitted / uploaded, PNC report if any, Original copy of WO, and original Agreement for future record and copy of them for its own use.
- b) When a measurement book is lost an immediate report of the facts of the case together with the explanation of the all parties concerned responsible for the loss should be made promptly to the Head of the department It is also necessary that the measurements in the lost MB should be re-constructed at the earliest. Contracts, Measuring Books and other communications pertains to contracts will be in Engineering incharge custody.

18.4 PREPARATION OF BILLS:

- a) All running account bills and final bills shall be prepared and submitted by the contractor the prescribed form (Annexure – AB).
- b) Running / Final bills should be submitted by the contractor based on the joint measurement: taken (i.e., contractor / representative and the Company representative).
- c) The SOAR (Schedule of Quantities and Rates) item number and nomenclature shall be written correctly in the Running and Final bills.
- d) In case of extra and substituted items, full nomenclature of items shall be written in the running and -final bill.
- e) 75% of the amount admissible shall be paid by the Finance within 3 working days of submission to finance department on joint signature of contractor & Engineering contract and balance 25% shall be paid within 10 days after presenting the bill by the contractor subject to clarifications, if any. Format to be used for 75% payment shall be as per Annexure – AC.
- f) While making running account payment, the following deductions shall be made:
 - i. All previous running accounts payments.
 - ii. Cost of materials issued, if any, by the Company and to the extent consumed in the work. Security deposit recoverable if any.



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- iii. Secured advance on materials / work progress advance payments, if any.
- iv. Any other dues recoverable by the Company from the contractor under the contract.
- v. Part rate to the extent of work done may be considered in the running bills by the Engineer-in-charge for payment. However, Care shall be taken to record the extent of work done / pending in the measurement sheets and bill forms. A part rate statement as per the proforma at Annexure – AE shall be enclosed along with the bill giving reasons for allowing part rates.

18.5 RUNNING ACCOUNT BILLS (RAB):

- a) RAB payments will be made at intervals not less than a week subject to maximum of two bills in a month to expedite the progress of work. On submission of RAB by contractor to the EIC, the bill shall be scrutinized, certified. EIC shall recommend to Finance for payment through HOD. Finance shall release 75% the payment with in TEN working days after Technical scrutiny and certification by EIC and recommended by Head of the Department. The balance 25% shall be released after detailed scrutiny by finance department with in ten days.
- b) Payment of RAB up to 100% value of work completed shall be made on the Engineer-in charge certifying that the Contractor is entitled for such payment taking into consideration:
 - i. Value of work executed after deducting there from the amount already paid.
- c) Payment in respect of work done will be based on certificate from Engineer-in-charge as to the value of work done. This certificate should be supported by a bill from the contractor indicating the quantities of work done and rates adopted. The quantities billed shall be as per the measurements recorded in the MB and the MB shall accompany each bill.
- d) The items ordered as deviation, either due to variation in quantity or due to inclusion of non-tendered item, for this purpose the EIC will submit "Deviation for Approval in principle" to the head of the department on approval of which 75%of value will be admitted for payment along with RAB without financial concurrence. The balance 25% will be released on approval of the Final Deviation Order with finance concurrence.
- e) The item of work partially executed/ being executed shall be admitted for payment in RAB as per the certification of EIC. The statement showing rate analysis how part Rates are derived is to be enclosed along with bill. A register shall be maintained for this purpose.
- f) While making running account payments, of flowing deductions shall be made:-
 - i. All previous running accounts payments.
 - ii. Cost of stores issued by BDL if any.
 - iii. Charges for electricity and water supplied by BDL.
 - iv. Balance mobilization advance with interest recoverable from the Contractor, if any.
 - v. Any other dues by BDL from the Contractor under the present or any other contract.
 - vi. Penalties/compensation if any due to noncompliance of statutory provisions.

18.6 The following documents are to be submitted by contractor to EIC which shall be forwarded to Finance by EIC while recommending for payment of RAB.



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- i. Measurement Details and Financial statement.
- ii. Supporting joint measurement document.
- iii. Material Consumption / reconciliation statement for the material procured by contractor.
- iv. Electricity / water consumption statement.
- v. Material Consumption / reconciliation statement for material issued by BDL.
- vi. PF / ESI statement.

The Corrected copy of the bill including the measurements, abstracts, enclosures and details of recoveries shall be distributed as under:

- i. Original to be retained by finance.
- ii. Duplicate to be sent to Engineer – in – Charge.
- iii. Triplicate copy to be issued to the contractor.

18.7 FINAL BILL:

- a) On completion of the work and recording of measurements of all the items executed including NTI's(Non Tender Items) and deviations, a final deviation statement will be drawn duty representing the actual quantum of work executed against each item in the BOQ, NTI's and deviations.
 - i. This final deviation statement along with recommendation for extension of time if any shall be submitted to the competent authority for approval. On approval from competent authority the contractor shall submit the final bill in the prescribed format within one months. To enable the contractor to do so, the Engineer-incharge will furnish to him necessary statements showing recoveries to be made on account of stores issued, hire charges for tools and plant supplied, charges recoverable for electricity and water consumed etc., if any.
- b) Before submission of the final bill, the contractor should sign a 'no claim & no dues certificate' at indicating that he has no claim against the company under the contract in Question except as included in the final bill.
- c) Where the contractor is not in a position to prepare the final bill, or not submitting the final bill due to whatsoever reason even after Three(3) months from approval of Final D.O(Deviation Order) /amendment the Engineer-in-Charge may give due notice by registered Post / speed post indicating specific time limit for submission of final bill.If the contractor is not turning up in spite of the notice, the Engineer In Charge may with the permission of the ATA, prepare the final bill.
 - i. The Engineer in Charge may processes the bill further and the contractor shall be asked to sign the no claim& no dues certificate before forwarding the same to accounts department.
 - ii. If the contractor is still not attending, the bill may be processed ex- parte with due intimation to the contractor that no further claim will be entertained on the subject bill here after. The Engineer in Charge shall ensure that all recoveries including Security Deposit etc. have been made from the bill as per the terms of contract



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- d) On receipt of the final bill duly signed by the Contractor, the same will be scrutinized by the Engineer-in-Charge to see that the claim is in order. He will also attach to the final bill, a statement showing the stores issued for incorporation in work along with recoveries if any, the statement showing the theoretical requirement and the actually incorporated by the contractor in the work, and whether there has been any over - issue/under-issue of stores to the contractor.
- e) Where either the contractor has not fully utilized the stores issued for incorporation in the work or where the quantities used are less than those theoretically required resulting in work being below specifications, ATA will personally exam i.e. the case to see what action should be taken against the Contractor. Acceptance criteria for underutilization/ excess utilization of stores, issued by department shall be stipulated in the tender conditions.
- f) The final bill duly signed by the Engineer-in-Charge will be submitted to ATA for his approval before forwarding to Accounts Section for arranging payment.
- g) At the time of receiving payment of the final bill, the contractor will sign a 'No Claim certificate' against BDL stating that they do not have any claim or demand against the subject contract except for the Security Deposit(SD) or any other refundable deposits like EMD for integrity pact etc. If the Contractor does not sign the 'No Claim Certificate', the amount due will not be disbursed to the contractor Pending settlement of disputes.

18.8 WORK COMPLETION CERTIFICATE:

- a) As soon as the contractor completes the work assigned to him the same will be Inspected and if found satisfactory will be taken over by the Engineer-in-charge. A 'completion certificate' will be issued to contractor by EIC on approval of HoD with a copy to the accounts department showing the following.
 - i. Particulars of the work and Work Order number.
 - ii. The date of commencement of work as per work order.
 - iii. The actual date of commencement of work.
 - iv. Date of completion as per original work order.
 - v. Extension of time, if any granted.
 - vi. Date on which contractor was required to complete the work.
 - vii. Actual date of completion and taking over by BDL and If there are very minor defects which can be rectified even after the building has been taken over the defects will be listed out in the completion certificate and the contractor will be asked to rectify the same before the final bill is submitted.
- b) If an Architect/ consultant is engaged for the work, a certificate from the architect / consultant on completion of the work, indicating therein that the work has been completed in accordance with the approved architectural, structural design, specifications and as per contract agreement shall be obtained.



CHAPTER – 19

COMPENSATION FOR DELAY /LIQUIDATED DAMEGES

19.0 COMPENSATION FOR DELAY IN COMPLETION OF WORKS LIQUIDATE DAMEGES:

19.1 If the contractor fails to complete the work and clear the site on or before the extended date / period of completion the contractor shall, without prejudice to any other right or remedy of the company on account of such breach, pay agreed compensation calculated as stipulated below.

SI.No	Completion period as originally stipulated	Compensation	Maximum
1	For works up to Six Months	1% per week on contract sum	10%
2	For works beyond Six months up to Twenty Four months	½ % per week on contract sum	7.5%
3	For works above Twenty four Months	¼ % per week on contract sum	5%

The amount of compensation may be adjusted or set off against any sum payable to the contractor under this or any contract with BDL.

19.2. PENALTY FOR NON PAYMENT OF STATUTORY CONTRIBUTION LIKE ESI, PF, SD, AGREEMENT, LABOUR LICENCE Etc.

The Contribution such as ESI, PF etc. paid to the respective authorities to be made on or before 20th of every month, otherwise interest or penalty charges by the respective Authority on such payment is to be paid by the contractor. If the authorities demand, such amount shall be recovered from the payment of contractor which is due from BDL and remitted to the respective authorities.

The following penalty clauses shall be incorporated in the Tender Document.

- a) **CONTRACTOR AGREEMENT:** The Contractor shall submit the contract agreement on a stamp paper of Rs.100/- in a prescribed form duly signed with in thirty days of issue of Acceptance Letter failing which penalty of Rs. 2,500/- per week delay to a maximum of Rs.10,000/- will be levied for delay in submission .Payment will not be released if agreement is not submitted.
- b) **SECURITY DEPOSIT:** The Contractor shall deposit prescribed Security Deposit within 30 days of issue of Acceptance Letter to the Engineer in Charge of work of respective division failing which penalty @ ½ % of security deposit per week or part thereof with a maximum penalty of 10% of security deposit will be levied for delay in submission. The Contractor will not be generally allowed to start the work without submission of Security Deposit unless, otherwise ordered by Engineering in Charge in exceptional / emergent works.
- c) **LABOUR LICENCE:** The contractor shall obtain labour license from competent authority [Central Government] within thirty days of issue of acceptance and submit to the Officer in Charge / Engineering in Charge. The cost of obtaining license i.e. license fee etc., shall be borne by the contractor However contractor shall not generally start work without obtaining



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valid labour license unless otherwise ordered by. The contractor shall also submit an Indemnity Bond (as per the proforma enclosed at Annexure – M) executed on a stamp paper Rs. 100/- indemnifying BDL against all the statutory requirement of the Labour Department.

d) **SUBMISSION OF AGREEMENT. BANK GUARANTEES, HYPOTHECATION DEED ETC.:**

Any Agreement, Bank Guarantee, any Hypothecation deed etc. required to be executed under this contract shall be made at the cost of the Contractor with proper stamp duly as per the Formats enclosed respectively. However, the Accepting officer shall have the rights to alter, modify, delete any materials in such formats as deemed fit by him. Bank guarantee from Indian Nationalized Banks / Scheduled Banks only will be accepted.



CHAPTER – 20
ARBITRATION

20.1 ARBITRATION:

- a) In case any dispute or difference shall arise between the Company (or the Engineer on their behalf) and the Contractor on any matter within the scope of this Contract except as to matters entirely left to the decision of the Company or the Engineer under the provisions of this Agreement, then either party shall forthwith give to the other written notice of such dispute or difference and such disputes or difference shall be referred to a sole Arbitrator to be selected by the Contractor from among the panel of three nominees to be indicated by the Company at the time of reference of the disputes to arbitration. The award of the Arbitrator shall be final and binding on both parties. The procedure laid down in accordance with the Indian Arbitration and Conciliation Act, 1996, or any statutory amendment thereof and the rules made there under from time to time shall apply in the matter of the reference. Only Courts at Hyderabad shall have jurisdiction to entertain a claim or for enforcement of the award.
- b) Notwithstanding reference of any matter for arbitration, the Contractor shall continue to execute the Contract in all respects except to the extent such execution itself is the subject matter for the arbitration.
- c) It is a term of the Contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.
- d) It is also a term of the Contract that if the Contractor does not make any demand for arbitration in respect of any claim(s) in writing within 90 days of receiving the intimation from the Company that the bill is ready for payment, the claim of the Contractor will be deemed to have been waived and absolutely barred and the Company shall be discharged and released of all liabilities under the Contract in respect of these claims.
- e) In the event the contract is entered into between the Company and another Public Sector Enterprise, the following clause shall apply.
- f) In the event any dispute or difference shall arise between the parties hereto, such dispute of difference shall be referred to the Arbitrator to be nominated by Law Secretary, department of Legal Affairs, Govt. of India. The Indian Arbitration and Conciliation Act 1996 or any statutory amendment thereof shall not be applicable to the arbitration under this clause. The award of the Arbitration shall be binding upon the parties to the dispute, provided, however; any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, department of Legal Affairs, Govt. of India whose decision shall bind the parties finally and conclusively.

20.2 ARBITRATION IN CASE OF DISPUTE OR DIFFERENCE BETWEEN BDL AND ANY OTHER PUBLIC SECTOR ENTERPRISE OR GOVT. DEPARTMENT:

In the event of any dispute or difference between BDL and any other Public sector Enterprise any Govt. department relating to the interpretation and application of the provision of the contracts, such disputes or difference shall be referred by either party to the Arbitration of one of the Arbitrators in the Department of



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Public Enterprises. The Arbitration and Conciliation Act. 1996 and amendment thereof shall not be applicable to this clause.

Government of India, Ministry of Heavy Industries & public Enterprises office memorandum dt 12-06-2013 shall followed through Permanent Machinery of Arbitrators (PMA) in the Department of Public Enterprises.

20.3 JURISDICTION OF THE COURT :

A clause shall be included in the tender document that all disputes and differences arising out of or in connection with any matter under the contract shall be tried by courts situated at _____ (Name / location of the court under whose jurisdiction the Division of BDL comes) only to the exclusive jurisdiction of all courts.



CHAPTER – 21
SPECIAL PROCEDURES

21.1 SPECIAL MATERIALS:

Materials like pre-engineered Structures, Structural Glazing's, Membrane Structures, Roof Glazing's including polycarbonate materials. Gal volume Sheets, Epoxy paintings, Fabric Texture, UPVC [Un-Plasticized Poly Vinyl Chloride) Roofing, Automated Hangar Doors. Composite materials (Composite door shutters etc.),FRP, HDPE/LDPE plastics etc are considered in the BOQ with market rates obtained through a committee if they are not included in CPWD / DSR. .Effort shall be made to include special materials in the design stage itself to reduce maintenance of the building sand for speedy construction and completion of the projects.

21.2 GREEN BUILDING CONCEPTS:

"A green building *is* one which utilises less water, optimizes energy efficiency, conserves natural resources, generates less waste and provides healthier spaces for occupants, as compared to a conventional building." It is needed now a days since "Bridging the gap between demand and supply of non-renewable and scarce resources through cost-effective interventions".

Indian Green Building Council (IGBC) Green Homes is the first rating programme developed in India, exclusively for the residential sector which was based on U.S. Green Building Council (USGBC) rating system. The certification is named as LEED-INDIA [Leadership in Energy and Environmental Design] and another rating system is **GRIHA**. an acronym for **Green Rating** for Integrated Habitat **Assessment**. is the National Rating System of India. It has been conceived by TERI [*The Diergi- acrd Resources In. woete*] and developed jointly with the Ministry of New and Renewable Energy, Government of India. It is a green building Design Evaluation System', and is suitable for all kinds of buildings in different climatic zones of the country.

- a) The evaluation of rating will be based on the following criteria which will certify by TERI.
 - i. Site planning.
 - ii. Building planning and construction stage.
 - iii. Building operation and maintenance.
- b) The benefits of GRIHA rating system.
 - i. Up to 30% reduction in energy consumption.
 - ii. Limited waste generation due to recycling.
 - iii. Less consumption of water.
 - iv. Reduced pollution load & liability.

III. A detailed note on GRIHA and how points are earned & evaluation process along with a list of buildings which are already being registered with GRIHA is available on websites at www.dve.nic.in or www.crrihaindi1a.org.

IV. Green Building Concept is to be incorporated as per circular no. DPE/13(2)/10-Fin dated 11.03.2010 issued by Govt. of India, Ministry of Heavy industries & Public Enterprises which states 'all new buildings of Central Government / Public Sector Undertaking to meet at least the requirements of **GRIHA – 3 Star**



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(Green **Rating** for Integrated Habitat **Assessment**), though every effort to be made to achieve a higher Star rating wherever site conditions permit ideally, all Organizations would aim at reaching GRIHA-4 Star rating.”

21.3 CENTRE FOR FIRE, ENVIRONMENT & EXPLOSIVE SAFETY (CFEES):

Special attention has to be provided to ensure the buildings, storage areas, traverses meet the STEC for fire and explosive safety requirements prepared by CFEES. Necessary approvals are to be obtained from CFEES for the design drawing prepared before actually taking them up for construction.

The design features must include the structure, traverses, the distances to be maintained from other buildings, conductive flooring etc.. While designing the explosive storage capacities should be carefully drawn and efforts should be made to optimise the design.

21.4 IDENTIFICATION BADGES FOR LABOUR:

Identification Badges shall be provided by the contractor.

The Contractor shall provide each of his employees including labour with identification badge at his cost. The employees shall display the badges on their person so that the badges are clearly visible for checking by the gateman as they enter the premises of the company. The badges shall be serially numbered. The Contractors initials shall be printed above with an identification number on the badge.

The contractor should immediately notify the company if any of the badges is lost and a new one issued in its place, or when badges are carried away by discharged labour. No employee of the Contractor without a badge will be permitted to enter the premises of work, except in such cases where special permission of the Company / Engineer is obtained.

21.5 BONUS CLAUSE:

For tenders above Rs. 5 Crores, a bonus clause shall be incorporated in the tender document stating that 1% bonus will be paid to the contractor in case 10% saving of scheduled time as per the tender. This may be including to motivate contractors to complete the projects in time.

Whenever bonus clause is proposed to be introduced estimate of cost and time are realistic and accurate. Special attention is to be paid in preparation of the tender documents and schedule of quantities and rates. It is to be ensured the costing and project timing are optional and are certified by a committee nominated by CFA or an agency capable of verifying the same.

STATEMENT OF CASE FOR INITIATION OF DEMAND FOR NEW WORKS / SERVICES (CAPITAL & REVENUE) :



CHAPTER - 22

EVALUATION OF CONSULTANTS, ARCHITECTS & AUDITORS

22.1 EVALUATION OF THE QUALITY:

22.1.1 The Employer shall evaluate each technical proposal (using the evaluation committee), taking into account criteria as prescribed in the RFP:

- (a) The consultant's relevant experience for the assignment,
- (b) The quality of the methodology proposed,
- (c) The qualifications of the key staff proposed
- (d) Capability for transfer of knowledge. Each of the **responsive** technical proposal will be evaluated for the criteria prescribed in the RFP by awarding marks so as to make total maximum technical score as 100. The criteria and weightage to each criteria or sub-criteria would depend on the requirements of each case and may be fixed objectively. A model scheme of maximum marks is, however, proposed as under:

Details	Max. Marks
a. Experience of the firm	20
b. Methodology, work plan and understanding of TOR	25
c. Suitability of the Key personnel for the assignment	45
d. Capability for Transfer of knowledge/ training*	10
TOTAL	100

* If this criteria is not required, the marks can be adjusted against some other criteria. The weight given to the firm's experience can be relatively modest, since this criterion has already been taken into account when shortlisting the consultant. More weight shall be given to the methodology in the case of more complex assignments (for example, multidisciplinary feasibility or management studies).

Alternatively a simplified procedure for evaluation of quality can be followed which has been described in para 22.1.2 below.

22.1.2 Simplified procedure for evaluation of quality

Alternatively, the following simplified procedure for technical evaluation can also be followed.

- a. **Purpose:** Engagement of accountants, auditors, consultant engineers etc. can be carried out by following this simplified procedure for evaluation of technical quality.
- b. Under this procedure minimum qualifying standards / criteria will be fixed for each parameter. As mentioned earlier, the following parameters can be used:
 - (i) Minimum experience including number of assignments handled by the firm similar to the area of assignment.



- (ii) Turn over and other financial parameters of the firm, if required.
 - (iii) Minimum educational qualifications of each of the key professionals.
 - (iv) Minimum requirement of experience of the key professionals in an area similar to the proposed assignment.
- c. All the firms which meet the minimum qualifying standards / criteria so prescribed will stand technically qualified for consideration of their financial bids. No ranking of firms among the qualifying firms will be required.

22.1.3 Cost Evaluation under Combined Quality Cum Cost Based System (CQCCBS)

- a. Under CQCCBS, the technical proposals will be allotted weightage of 70% while the financial proposals will be allotted weightages of 30%.
- b. Proposal with the lowest cost may be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices.
- c. The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. **The proposed weightages for quality and cost shall be specified in the RFP.**
- d. **Highest points basis:** On the basis of the combined weighted score for quality and cost, the consultant shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract.

As an example, the following procedure can be followed. In a particular case of selection of consultant, It was decided to have minimum qualifying marks for technical qualifications as 75 and the weightage of the technical bids and financial bids was kept as 70 : 30. In response to the RFP, 3 proposals, A,B & C were received. **The technical evaluation committee awarded them 75, 80 and 90 marks respectively.** The minimum qualifying marks were 75. All the 3 proposals were, therefore, found technically suitable and their financial proposals were opened. The price evaluation committee examined the financial proposals and evaluated the quoted prices as under:

Proposal	Evaluated cost
A	Rs.120
B	Rs.100
C	Rs.110

Using the formula LEC / EC , where LEC stands for lowest evaluated cost and EC stands for evaluated cost, the committee gave them the following points for financial proposals:

- A : $100 / 120 = 83$ points
- B : $100 / 100 = 100$ points
- C : $100 / 110 = 91$ points



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In the combined evaluation, thereafter, the evaluation committee calculated the combined technical and financial score as under:

Proposal A: $75 \times 0.70 + 83 \times 0.30 = 77.4$ points.

Proposal B: $80 \times 0.70 + 100 \times 0.30 = 86$ points

Proposal C : $90 \times 0.70 + 91 \times 0.30 = 90.3$ points.

The three proposals in the combined technical and financial evaluation were ranked as under:

Proposal A: 77.4 points : H3

Proposal B: 86 points : H2

Proposal C: 90.3 points : H1

Therefore proposal "C" at the evaluated cost of Rs. 110 was declared as winner and recommended for negotiations approval to the competent authority.

Bidders will be intimated on finalization of evaluation process about the status of their bid.



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**STATEMENT OF CASE FOR INITIATION OF DEMAND FOR NEW
WORKS/SERVICES**

ANNEXURE – A

A To be filled by user department

- 1 Brief description of the proposal.
- 2 Justification for the new works / services being demanded.
- 3 Details of difficulties, if any, being experienced in the absence of services.
- 4 Whether alternative means have been explored. If so, details may be furnished.
- 5 Estimated cost of the work on a very rough basis.
- 6 Time within which the work is required to be completed.
- 7 Can this await inclusion in the capital budget of the year and be considered in normal courses?

OR

- 8 Is this to be treated as an emergent work.
- 9 If this work is to be treated as an emergent one.
 - a) Justification therefore.
 - b) Reasons for which this could not be foreseen and provided for in the normal course.

B For use in Appropriate Technical Authority's office

- 10 Whether the work proposed is technically feasible and recommended.
- 11 Estimated cost for completion.
- 12 Estimated time required therefore from the date sanction is accorded, for
 - a) Design and planning.
 - b) Contract action.
 - c) Execution.

C Planning Proforma

- 13 Description of work specifying the purpose and justification.
- 14 Reference to Budget Head for the year.
- 15 Amount available.
- 16 Minimum requirements for floor space.
- 17 Line Plan giving the layout and optimum dimensions. If any
- 18 Location.
- 19 Special services required such as Air-conditioning, forced draught ventilation dust free environment, compressed air, power and illumination, gantries, mono rails, water supply etc.
- 20 Any other points that the Engineer would bear in mind in planning the works such as the need for future expansion, addition of another floor etc.

Proposed & Technically
Administrative

Financial

Cleared by

Concurrence by

Approval

Encl: Line diagram / Layout drawing



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**ADMINISTRATIVE APPROVAL CUM CAPITAL APPROPRIATION
REQUEST (C.A.R)**

ANNEXURE – B

ADMINISTRATIVE APPROVAL CUM CAPITAL APPROPRIATION REQUEST (C.A.R)

- 1 Administrative Approval cum C.A.R No. :
Date :
- 2 Description of work :
- 3 Capital Budget Head and year of sanction. :
- 4 Amount sanctioned in the budget. :
- 5 Amount already approved. :
- 6 Amount for this Administrative approval. :
- 7 Balance amount available $\{(4 - 5) - 6\}$:
- 8 Authority competent to accord administrative
Approval and Delegation of powers under
which Approved. :
- 9 Authority competent to accord financial
Concurrence.

Proposed & Technically
Cleared by

Financial
Concurrence by

Administrative approval
-cum CAR accorded by



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**TECHNICAL SANCTION TO
DETAILED ESTIMATE**

ANNEXURE – C

**BHARAT DYNAMICS LIMITED
Technical Sanction to Detailed Estimate**

1. Detailed Estimate No. :
2. Name of the work. :
3. Value of Preliminary / Abstract / Block Estimate as sanctioned in Administrative Approval. :
4. Value of detailed estimate including contingencies and Departmental charges. :
5. Estimate cost put to tender. :
6. Estimate prepared based on .
 - a. CPWD DSR / Prevailing Market Rates / TC Rates. :
 - b. Drawing Nos. :
7. Details of materials to be procured departmentally. (With details) :
8. Name, designation and signature of the official preparing the estimate. :
9. Name, designation and signature of the official checking the estimate. :
10. Head (Contracts) :
11. Name, designation and signature of the Finance official Concurring the estimate. :

Technical sanction to the above estimate is accorded.

Sanctioning Authority



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ESTIMATE SHEET

ANNEXURE – D

BHARAT DYNAMICS LIMITED

ESTIMATE SHEET

Name of work :

Detailed estimate number :

List of drawings referred for the preparation of estimate :

S.No.	Description of Work	Number	Measurement			Quantity
			Length	Breadth	Depth	
1	2	3	4	5	6	7

Prepared by :

Checked by



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ABSTRACT OF COST

ANNEXURE – E

BHARAT DYNAMICS LIMITED

ABSTRACT OF COST

Name of work :

Reference to Rates adopted :

S.No.	Subheads and items of work	Quantity or Number	Unit	Rate	Amount
1	2	3	4	5	6

Prepared by :

Checked by



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**STANDARD SCHEDULE OF CONTRACT PERIODS
FOR BUILDING WORKS**

ANNEXURE – F

STANDARD SCHEDULE OF CONTRACT PERIODS FOR BUILDING WORKS

S.No.	TYPE OF BUILDING	Contract period (in months for total plinth area of buildings in all floors)					
		Up to 250 Sq.m	251 to 500 Sq.m	501 to 1000 Sq.m	1001 to 2500 Sq.m	2501 to 5000 Sq.m	Every Additional 2500 Sq.m.
1	Single Stored Structures	4	6	8	10	11	1
2	Framed Strictures	5	7	9	11	12	1
		Extra for every additional storey (for lead bearing as well as framed structures) : 1.5 months.					

Notes:

1. This schedule is applicable for works where construction of buildings of total plinth area up to 25,000 sq m is involved. For bigger works, the NIT approving authority shall decide the contract period based on the merits of the individual cases.
2. This schedule is to serve as a general guide for fixing contract periods for building works under normal conditions, in large cities like Delhi, Kolkata, Chennai, Bangalore, Hyderabad etc. where the building trade is well organized. For small or out of the way places where normal facilities for construction of buildings may be lacking, contract periods should be fixed suitably after taking the to consideration the local conditions, subject to maximum increase in time period of 33^{1/3} %.
3. When the contract period runs though monsoons, extra period may be allowed for the same on the assumption that progress during monsoons is about half of the progress in fair weather. For example in Delhi where the monsoons last for about 2 months one month may be added, and in places like Kolkata and Mumbai, Hyderabad, Vizag where monsoons last four months, two months may be added.
4. Where a basement is to be provided an extra period of 3 to 4 months may be added depending on the extent of basement and depth of sub-soil water table.
5. This schedule takes into account the normal building specifications. Extra period may be allowed for works having special features such as (i) domes, shells and conferred roofs, (ii) extensive stone works, stone veneering and sculpturing and (iii) special finishes and architectural feature.



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6. In case of works consisting of number of small units, such as a group of residential quarters, scattered over a large area, an extra period of 1 to 3 months may be allowed depending on the number of units and their disposition.
7. When work is to be executed in congested areas and on small sites the period may be suitably increased because of difficulties in storage of building materials.
8. This schedule takes in to account about 3 months for foundations in the case of multi-storeyed buildings of five or more storeys. In case of buildings on piles, normally the work of the piles would be executed through a separate contract and the time required for the superstructure should be fixed by reducing the period determined on the basis of the schedule by about 3 months.
9. Contract periods for internal and external services should be fixed according to the programme for completion of the building taking into consideration the local conditions.
10. For particular cases of urgent nature or cases where completion period is fixed and cannot be postponed and cases of national Importance, workable time period may be fixed, preferably by holding a pre-bid conference with the prospective tenderers.
11. For works other than those indicated above including maintenance work the NIT approving authority shall decide the contract period based on priority of the individual case.



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PERIODICAL SERVICES RENDEDED

ANNEXURE – H

DIVISION

PERIODICAL SERVICES RENDEDED

Name of Building & No. :

Measured by :

Location :

Date of Measurement :

From :

To:

	Particulars	No. Dimensions	Area	Total
a.	Area to be white washed			
b.	Area to be distempered			
c.	Area to be painted in all			
d.	Etc.			



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**STATUS OF COMMITMENT APPROVED, ANTICIPATED
AND BALANCE YET TO BE COMMITTED AS ON**

ANNEXURE – I

DIVISION

CAPITAL BUDGET BE / RE

**STATUS OF COMMITMENT APPROVED, ANTICIPATED AND BALANCE YET TO BE
COMMITTED AS ON**

..... (IN LAKHS)

Budget Head	Sl.No.	Item	Approved in BE.....	Anticipated In	Anticipated Balance as on
1	2	3	4	5	6



CVC GUIDELINES FOR HIRING CONSULTANTS

ANNEXURE – L

CVC GUIDELINES FOR HIRING CONSULTANTS

[As on date guidelines and amendments thereafter may be followed]

The Commission has decided that following guidelines, be kept in view while finalizing the contracts for engaging consultants:

A. **CONFLICT OF INTEREST:** The consultant shall not receive any remuneration in connection with the assignment except as provided in the contract. The consultant and its affiliates shall not engage in consulting or other activities that conflict with the interest of the employer under the contract.

The contract shall include provisions limiting future engagement of the consultant for other services resulting from or directly related to the firm's consulting services in accordance with the following requirements:

- (a) The consultants shall provide professional, objective and impartial advice and at all times hold the employer's interest paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other employers, or that may place them in a position of being unable to carry out the assignment in the best interest of the employer. Without initiation on the generality of the foregoing, consultants shall not be hired under the circumstances set forth below:
 - (i) Conflict between consulting activities and procurement of goods, works or non-consulting services (i.e. Services other than consulting services covered by these Guidelines) - A firm that has been engaged by the employer to provide goods, works, or non-consulting services for a project, or any affiliate that directly or indirectly controls, is controlled by, or disqualified from providing consulting services resulting from or directly related to those goods, works or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm, shall be disqualified from subsequently providing goods, works, or services (other than consulting services covered by these Guidelines) resulting from or directly related to the consulting services for such preparation or implementation. This provision does not apply to the various firms (consultants, contractors, or suppliers) which together are performing the Contractor's obligations under a turnkey or design and build contract.
 - (ii) Conflict among consulting assignments- Neither consultants (including their personnel and sub-consultants), nor any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm, shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants. As an example, consultants assisting an employer in the privatization of public assets shall neither purchase, nor advise purchasers of, such assets. Similarly, consultants hired to prepare Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question.



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- (iii) Relationship with Employers staff- Consultants (including their experts and other personnel, and sub-consultants) that have a close business or family relationship with a professional staff of the Employer (or of the project implementing agency) who are directly or indirectly involved in any part of; (i) the preparation of the TOR for the assignment (ii) the selection process for the contract, or (iii) the supervision of such contract may not be awarded a contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the contract.
- (iv) A consultant shall submit only one proposal; either individually or as a joint venture partner in another proposal. If a consultant, including a joint venture partner, submits or participates in more than one proposal, all such proposals shall be disqualified. This does not, however, preclude a consulting firm to participate as a sub- consultant, or an individual to participate as a team member, in more than one proposal when circumstances justify and if permitted by the RFP.
- (b) Unfair competitive Advantage- Fairness and transparency in the selection process require that consultants or their affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Employer shall make available to all the short listed consultants, together with the request for proposals, all information that would in that respect give a consultant a competitive advantage.

B. PROFESSIONAL LIABILITY - The consultant is expected to carry out his assignment with due diligence and in accordance with prevailing standards of the profession. As the consultant's liability to the Employer will be governed by applicable law, the contract need not deal with this matter. The client (purchaser) may, however, prescribe other liabilities depending on the requirement in each case without any restriction on the Consultant's liability as per the applicable law.



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INDEMNITY BOND

ANNEXURE – M

TO BE EXECUTED ON STAMP PAPER OF VALUE Rs. 100/-

FORMAT OF INDEMNITY BOND

This Indemnity Bond is executed on ____ day of ____ 200__ in favour of M/s Bharat Dynamics Limited., a company incorporated under the Companies Act 1956, (herein after called as the "Company", which expression shall mean and include its successor and assigns) by M/s _____ represented herein by its _____ Sri. _____ s/o _____ aged about _____ years and residing at _____

_____ is not a registered contractor of BDL(herein after called as the "Contractor" which expression shall mean and include his heirs, executors, administrators, successors and assigns)

Whereas the Contractor/s has/have by tender dated _____ amended by the Contractor's letter no. _____ dated _____ offered to execute and fully complete the intended works in connection with " _____ " in the Company's Factory area, for the Company, as set forth in the tender as amended and the Drawings, General Conditions, Special Conditions, Specifications, Bill of Quantities and Schedule hereto annexed according to the terms, obligations and conditions therein contained at and for an approximate total sum of _____ (Rupees _____ only) and the Company has accepted such itemized rate tender in terms of its letter no. _____ dated _____. Sales Tax in all cases being always the Contractor's/ Contractors' responsibility.

NOW THE INDEMNITY WITNESSTH AS FOLLOWS

WHEREAS the contractor indemnifies that in respect of the payment made to the labours engaged by him and the company has agreed on the same but subject to keep the company fully indemnified at all times against any claims, decree, notice, loss or liability, costs, action or proceedings which may arise against the company at the instance of the authority under the act of any person or persons of the company making payment to the contractor.

WHEREAS the contractor further indemnifies that company that he shall make good any dues claims etc., in respect of labour engaged by him towards provident fund in the contract works No. _____ executed by him on receipt of the demand in writing from the company without any demur.

WHEREAS the contractor indemnifies for claims on all injury to person, animal or things or damages to property which may arise from the operation or neglect or omission of himself or any nominated sub-contractor or any employee/s or any other cause whatsoever in any way connected with the carrying out of his contract.

WHEREAS the contractor indemnifies the company for any claims from any other agency / statutory bodies which may arise due to the operation or neglect or omission of that agency involved in carrying out of this contract in whatsoever manner to the person/s or property of BDL even though the contractor has taken utmost precaution against accident or injury.



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WHEREAS the contractor indemnifies the company for any claims from any other agency / statutory bodies which may arise due to the statutory requirement of all Acts and enactments pertaining to the Labour Laws enforcing maintenance of all records, payments of fees for obtaining Licences etc., all as per the Terms & conditions laid in the Tender document.

WHEREAS the contractor further indemnifies for claims on payment of all wages or other money to his worker/s or employees under the payment of wages Act 1963 or employers liability Act 1933, workmen compensation Act, ESI act or any other Act or enactment relating there to and rules framed there under from time to time.

WHEREAS the contractor indemnifies for the insurance policy coverage for any damage, theft, burglary including force majeure damage due to fire, riot, civil war, damage by Air Craft., etc.

WHEREAS that the liability of the contractor under the bond shall not be altered, modified or nullified by any change in the Constitution of either the Company or the contractor and that the decision of the company in respect of any claim shall be final and binding on the contractor.

IN WITNESS WHERE OF THE CONTRACTOR HAS EXECUTED THESE PRESENT THE DAY MONTH AND YEAR ABOVE MENTIONED.

WITNESSES

CONTRACTOR

1.

2.



INTEGRITY PACT

ANNEXURE – N

INTEGRITY PACT

Between

Bharat Dynamics Limited (BDL) hereinafter referred to as "The Principal",
and

..... Hereinafter referred to as "The Bidder/ Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contracts for
.....The Principal values full compliance with all relevant laws of the land, rules, regulations,
economic use of resources and of fairness / Transparency in its relations with its Bidder(s) and / or
Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor(s)(IEM), who will
monitor the tender process and the execution of the contract for compliance with the principles mentioned
above.

Clause 1-Commitmentsof the Principal

- (1) The Principal commits itself to tsake all measures necessaryto prevent corruption and to observe the following principles:-
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential /additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Clause 2- Commitments of the Bidder(s)/ contractor(s)

- 1) TheBidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.



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- a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/ Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (page nos. 6-7)
 - e. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Clause 3- Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s) , before award or during execution has committed a transgression through a violation of clause 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is placed at (page nos. 8-17).

Clause 4 - Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) /Contractor(s) from the tender process prior to the award according to clause 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to clause 3, or if the Principal is entitled to terminate the contract according to clause 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.



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Clause 5 - Previous transgression.

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti -corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Clause 6- Equal treatment of all Bidder(s)/ Contractor(s)/ Subcontractors.

- (1) The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Clause 7 - Criminal charges against violating Bidder(s) /Contractor(s) / Subcontractor(s).

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Clause 8- Independent External Monitor/ Monitors

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidder(s) /Contractor(s) as confidential. He reports to the Chairman, BDL.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project/operational documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor(s) notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding



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recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- (6) The Monitor(s) will submit a written report to the CMD, BDL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor(s) has reported to the CMD BDL, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the CMD BDL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor(s) may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word 'Monitor' would include both singular and plural.

Clause 9- Pact Duration.

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman of BDL.

Clause 10 - Other provisions.

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Hyderabad.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail."

(For & On behalf of the Principal)
(Office Seal)

(For & On behalf of Bidder / Contractor)
(Office Seal)

Place : _____

Date: _____

Witness 1 :
(Name & Address)

Witness 2 :
(Name & Address)



GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- 1.0) There shall be compulsory registration of agents for all Global /Open Tender and Limited Tender. An agent who is not registered with BDL shall apply for registration.
- 1.1) Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/ Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/ salary/ retainer ship being paid by the principal to the agent before the placement of order by BDL.
- 1.2) Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.
- 2.0 DISCLOSURE OF PARTICULARS OF AGENTS / REPRESENTATIVES IN INDIA. IF ANY.**
- 2.1) Tenderers of Foreign nationality shall furnish the following details in their offer:**
- 2.1.1) The name and address of the agents/ representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/ representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.
- 2.1.2) The amount of commission/remuneration included in the quoted price(s) for such agents/ representatives in India.
- 2.1.3) Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by BDL in Indian Rupees only.
- 2.2) Tenderers of Indian Nationality shall furnish the following details in their offers;**
- 2.2.1) The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/ representatives.
- 2.2.2) The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.
- 2.2.3) Confirmation of the foreign principals of the Tenderer that the commission/ remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by BDL in India in equivalent Indian Rupee on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.
- 2.3) In either case, in the event of contract materializing, the term of payment will provide for payment of the commission/ remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4) Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by BDL. Besides this there would be a penalty of banning business dealings with BDL or damage or payment of a named sum.



GUIDELINES ON BANNING OF BUSINESS DEALINGS

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S.No	Description
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4.	Initiation of Banking/Suspension
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9.	Procedure for issuing Show-cause notice
10.	Appeal against the Decision of the Competent Authority
11.	Review of the Decision by the Competent authority
12.	Circulation of the names of agencies with whom Business Dealings have been banned

1. Introduction

- 1.1. Bharat Dynamics Limited (BDL), being a Public Sector Enterprise and 'State', within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined. In Chapter III of the Constitution. BDL has also to safeguard its commercial interests. BDL deals with Agencies, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of BDL to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliances with the constitutional mandate, it is incumbent on BDL to observe principles of natural justice before banning the business dealings with any Agency.
- 1.2. Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

- 2.1 The General Conditions of Contract (GCC) of BDL generally provide that BDL reserves its rights to remove from list of approved suppliers/contractors or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated.
- 2.2 Similarly, in case of sale of material there is a clause to deal with the Agencies/customer/buyers, who indulge in lifting of material in unauthorized manner. If such a stipulation does not exist in any Sale Order, the same may be incorporated.



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- 2.3 However, absence of such a clause does not in any way restrict the right of Company (BDL) to take action/decision under these guidelines in appropriate cases.
- 2.4 The procedure of (i) Removal of Agency from the List of approved suppliers/contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
- 2.5 These guidelines apply to all the Plants/Units and subsidiaries ofBDL.
- 2.6 It. is clarified that these guideline do not deal with the decision of the Management not to entertain any particular Agency due to its poor/inadequate performance or for any other reason.
- 2.7 The banning shall be with prospective effect, i.e., future business dealings.

3 Definitions

In these Guidelines, unless the context otherwise requires:

- i. 'Party/Contractor/Supplier/Purchaser/Customer' shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. 'Party/Contractor/Supplier/Purchaser/customer' in the context of these guidelines is indicated as 'Agency'.
- ii. 'Inter-connected Agency' shall mean two or more companies havingany of the following features:
- a) If one is a subsidiary of the other.
 - b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
 - c) If management is common;
 - d) If one owns or controls the other in any manner;
- iii. 'Competent Authority' and 'Appellate Authority' shall mean the following:
- a) For banningthe agency Director (Technical) shall be the 'Competent Authority 'for the purpose of these guidelines. Chairman and Managing Director (CMD), BDLshall be the 'Appellate Authority' inrespect of such cases.

In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach BDLBoard as Second Appellate Authority.
 - b) CMD, BDL shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.
- iv. 'Investigating Department' shall mean Corporate Commercial Department investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.
- v. 'List of approved Agencies - Parties / Contractors / Suppliers / Purchasers / Customers shall mean and include list of approved / registered Agencies- Parties/ Contractors / suppliers / Purchasers / Customers, etc.



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4. Initiation of Banning / Suspension.

Action for banning/suspension of business dealings with any Agency should be initiated by corporate Commercial department on receipt of information from the department having business dealings with them or after notifying the irregularities or misconduct on their part. Vigilance Department may also be competent to initiate such action.

5. Suspension of Business Dealings.

5.1 If the conduct of any Agency dealing with BDL is under investigation by any department the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the Order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency and also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.

5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.

5.5 For suspension of business dealings with Foreign Suppliers, following shall be the procedure:-

i) Based on the complaint received, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of BDL to continue to deal with such agency, pending investigation, the case to be placed before competent authority. Corporate Commercial. Shall expeditiously examine the report, give its comments/ recommendations within twenty one days of receipt of the reference.

ii) The comments / recommendations of the Corporate Commercial department then be placed before Competent Authority. If Competent Authority opines that it is a fit case for suspension, Competent Authority may pass necessary orders which shall be communicated to the foreign supplier. If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

5.7 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months' time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

6. Ground on which Banning of Business Dealings can be initiated

6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants.

6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or BDL, during the last five years.



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- 6.3 If there is strong justification for believing that the Directors, Proprietor , Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc.
- 6.4 If the Agency continuously refuses to return / refund the dues of BDL without showing ad adequate reason and this is not due to any reasonable dispute which would attractproceedings in arbitration or Court of Law.
- 6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence.
- 6.6 if business dealings with the Agency have been Banned by the Govt.
- 6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts.
- 6.8 If the Agency uses intimidation / threatening or brings undue outside pressure on the Company (BDL) or it official inacceptance/ performances of the job under the contract.
- 6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complyingwith contractual stipulations.
- 6.10 Wilful indulgence by the Agency in supplyingSub-standard material irrespective of whether pre-dispatch inspection was carried out by Company (BDL) or not.
- 6.11 Based on the finding of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the Company (BDL) or even otherwise.
- 6.12 Established litigant nature of the Agency to derive undue benefit.
- 6.13 Continued poor performance of the Agency in several contracts.
- 6.14 If the Agency misusesthe premises or facilities of the Company (BDL), forcefully occupies tampers or damages the Company's properties including land, water resources, forests / trees, etc.
- (Note: the examplesgiven above are only illustrative and not exhaustive.The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7 Banning of Business Dealings.

- 7.2 For banning, the agency the proposal should be sent through the Carport Commercial to Competent Authority settingout the facts of the case and justification of the action proposed alongwith all the relevant papers anddocuments. TheHead (CC) shall getfeedback about that agency from all other Plants / Units. Based on this feedback, a prima-facie decision for banning / or otherwise shall be taken by the Competent Authority.

If the prima-facie decision for banning has been taken, theHead (CC) shall issue a show-cause notice to the agency conveying why it should not be banned.After considering the reply of the Agency and other circumstances and facts of the case, a final decision for banning shall be taken by the Competent Authority.

- 7.4 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for a show cause noticemay be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.



8 Removal from List of Approved Agencies-Suppliers / Contractors, etc.

- 8.1 if the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.
- 8.2 The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries but Limited Tender Enquiry(LTE) may not be given to the Agency concerned.
- 8.3 Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

9. Show-cause Notice

- 9.1. In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or mis-behavior may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence.
- 9.2 If the Agency requests for inspection of any relevant document in possession of BDL, necessary facility for inspection of documents may be provided.
- 9.3 The competent Authority may consider and pass an appropriate speaking order:
- For exonerating the Agency if the charges are not established;
 - For removing the Agency from the list of approved Suppliers / Contractors, etc.
 - For banning the business dealing with the Agency.
- 9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

10 Appeal against the Decision of the Competent Authority

- 10.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.
- 10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

11 Review of the Decision by the Competent Authority

Any petition / application filed by the Agency concerning the review of the banning order passed originally by Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Competent Authority upon disclosure of new facts / circumstances or subsequent development. Necessitating such review. The Competent Authority may refer the same petition to a committee constituted.

12. Circulation of the names of Agencies with whom Business Dealings have been banned

- 12.1 Depending upon the gravity of misconduct established, the Competent Authority may circulate the names of Agency with whom business dealings have been banned, to the Government Department, other Public Sector Enterprises, etc. for such action as they deem appropriate.



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- 12.2 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.
- 12.3 If business dealings with any Agency have been banned by the Central or State Government BDL may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its inter-connected Agencies.



EXECUTION OF SIMILAR WORKS

ANNEXURE – O

INDICATIVE

Name of Contractor / Firm

[with full address including Contract persons for the work Tendered]

Following works s executed by the firm meeting the specific requirements of the eligibility criteria.

*** REQUIREMNET PERTINS TO PROJECTS COMPLETED IN LAST SEVEN YEARS**

The firm should have executed similar nature of work during the last 7 years to be listed with details as below:

(A) Similar completed works costing not less than the amount equal to 80% of the approx. estimated amount put to tender.

1. Name of Work : _____
2. Name & Address of the client : _____
3. Year of executing of the project : _____
4. Period of Construction as per contract : _____
5. Date of commencement & Date of actual completion : _____
6. Value of Work as completed : _____

[Note: Completion Certificate from the client {Attested copy to be attached}]

(B) Similar completed works costing not less than the amount equal to 50% of the approx. estimated amount put to tender.

1. Name of work : _____
2. Name & Address of the client : _____
3. Year of executing of the project : _____
4. Period of Construction as per Contract : _____
5. Date of commencement & Date of actual Completion : _____
6. Value of Work a s completed : _____

[Note: Completion Certificate from the client {Attested copy to be attached}]

(C) Similar completed works costing not less than the amount equal to 40% of the approx. estimated amount put to tender.



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1. Name of work : _____
2. Name & Address of the client : _____
3. Year of executing of the project : _____
4. Period of Construction as per Contract : _____
5. Date of commencement & Date of actual
Completion : _____
6. Value of Work as completed : _____

[Note: Completion Certificate from the client {Attested copy to be attached}]

(2) AVERAGE ANNUAL TURNOVER

Average annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the approx. estimated amount put to tender.

Example:

Turnover for the last three years as on 31st March 2010

Year 2007 – 2008 Turnover Rs. Lakhs

Year 2008 – 2009 Turnover Rs. Lakhs

Year 2009 – 2010 Turnover Rs. Lakhs

Note: Attach duly certified copies of Balance sheet and profit and loss account indicating that this turnover has been achieved.

(3) SOLVENCY CERTIFICATE

The Solvency required will be 40% of the approx. estimated amount put to tender. The solvency certificate shall from a nationalized or scheduled bank and issued within a period 12 months from the final date of submission of tender.

(4) IN-HOUSE DESIGN CAPABILITY (MAY BE ASKED FOR DESIGN & EXECUTION PROJECTS)

Capacity of in-house planning & Design unit with competent Architects & Structural Design Engineers and Engineers for Design Allied Services.

- (a) Competent Architects : Nos.
- (b) Structural Design Engineers : Nos.
- (c) Engineers for Design Allied Services : Nos.

Alternatively tie – up with reputed consultants.

- (A) Architectural firms
- (B) Structural Design Firms
- (C) Firm of Design and Allied Services

Note: Give full details of design firms along with letter of association for this project.



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PROVIDENT FUND DO LETTER

ANNEXURE - P

Mr. Uday Kumar
GM (F&S)
For signature
D.O. No. DPE/13(5)/11-Fin
March 18, 2011

Dear Chief Executive,
It has been brought to my notice by the Central Provident Fund Commissioner (CPFC) that PSUs/PSEs, while inviting tenders for various projects, are insisting upon the intending bidders to possess a provident fund code number before applying for such contracts.

*in copy / sign (a)
H. S. Suresh
18/3/11*

2. This practice is not as per the provisions of the Employees' Provident Fund & Misc. Provisions Act, 1952 (EPF Act & Schemes framed thereunder). Under section 6 of the said Act and para 30(3) of the EPF Scheme 1952, it is the primary responsibility of the principal employers (in this case, CPSEs) to ensure that the contributions are paid in respect of contract employees also, in case the contractor fails to deposit the contributions of the contract employees engaged by them. The principal employers (CPSEs) are still responsible for ensuring such deductions and cannot escape from their liability, even, if the contractors have their own PF codes. This provision has also been upheld by the Hon'ble High Courts.

*HRD
4/18/11
19/4/11*

3. This insistence for code numbers leads to a lot of undesirable consequences. Many people apply to obtain a code number, mostly young jobless people, and when they do not succeed in getting the contract, they forget about it, and do not comply with the EPF Act Provisions of submitting regular returns to the EPF authorities. This often leads to their prosecution, whereas they may subsequently be working as employees in some organization and have no idea about their duties of compliance with the PF provisions, leading to their harassment and prosecution.

4. It may be ensured, henceforth, that PF code number is not made a pre-condition by the CPSEs for participation in bids by contractors. However in case, a contractor is so selected and who does not have PF code number, the CPSEs could ask such contractor to get a code number, giving him a letter of intent regarding the contract, so that he could apply and obtain a PF code number from the respective PF Commissioner. This would ease the problem to a great extent and also serve the purpose of the CPSEs.

5. However, I would also like to point out that even if the contractor may be having a separate PF number, the overall responsibility for ensuring that contractors duly deduct the employer/employees contributions from their workers and deposit with the PF authority regularly rests with the principal employer. The principal employer is primarily responsible for such deductions even in case of contract employees, and if necessary, they may deduct such amounts from the contractor's bills and ensure its deposit either against the contractor's code number or their own code number.

6. This may be implemented with immediate effect.
With regards,

Yours sincerely,

B. S. Chatterjee
(Bhaskar Chatterjee)



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BANK GUARANTEE BOND

ANNEXURE – Q

FORMAT OF BANK GUARANTEE BOND FOR SECURITY DEPOSIT / PERFORMANCE GUARANTEE

1. In consideration of the BHARAT DYNAMICS LTD., _____ Division (hereinafter called as “BDL”) having agreed to exempt _____ [hereinafter called “the said Contractor/Supplier(s)”] from the demand, under Agreement/Contract/Order No. _____ dated _____ (hereinafter called “the said Agreement”/ said Contract/ said Order), made between _____ and _____ for _____ (indicate the scope of supply) of security deposit for the due fulfillment by the said Contractor/Supplier(s) of the terms and conditions contained in the said Agreement/Contract/Order, on production of a bank Guarantee for _____ (indicate the amount in ` / Foreign Currency) (_____ Only), We, _____, (hereinafter referred (indicate the name of the bank) to as “the Bank”) at the request of _____ [contractor/supplier(s)] do hereby undertake to pay to BDL an amount not exceeding _____ (indicate the amount in ` / Foreign Currency) against any loss or damage, costs, charges and expenses, claims caused to/ suffered or would be caused to/ suffered by BDL by reason of any breach by the said Contractor/supplier(s) of any of the terms or conditions contained in the said Agreement/Contract/Order.

2. We _____ (indicate the name of the bank) do hereby unreservedly, irrevocably undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from BDL within fifteen (15) days of such demand stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by BDL by reason of breach by the said contractor(s)/supplier of any of the terms or conditions contained in the said Agreement./Contract/Order or by reason of the contractor(s)' failure to perform the said agreement/Contract/ Order. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding _____ (indicate the amount in Rs. / Foreign Currency).

3. We undertake to pay to BDL an amount not exceeding _____ (indicate the amount in ` / Foreign Currency) so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto. Our liability under this guarantee being absolute and unequivocal.

We, _____ (indicate the name of bank) further agree with BDL that BDL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement/Contract/ Order or to extend time of performance by the said contractor/supplier(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by BDL against the said Contractor(s)/ supplier and to forbear or enforce any of the terms and conditions relating to the said agreement/contract/ order and we shall not be relieved from our liability by reason of any such variation, or extension being



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granted to the said Contractor/supplier(s) or for any forbearance, act or omission on the part of BDL or any indulgence by BDL to the said Contractor/supplier(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

4. We, _____ (indicate the name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of BDL in writing and agree that any change in the constitution of the said contractor(s)/Supplier(s) or Bank sBDLI not discharge the Bank of its liability under this deed.

5. The validity of Bank Guarantee shall be up to..... (dd/mm/yy) and such date shall be 90 days after the last delivery/Services against the contract. The Bank Guarantee will continue to be enforceable till all the dues of BDL under or by virtue of the said Agreement / Contract/Order have been fully paid and its claims satisfied or discharged or till BDL certifies that the terms and conditions of the said Agreement/Contract/ Order have been fully and properly carried out by the said contractor/supplier(s) and accordingly discharges this guarantee.

6. This Bank Guarantee shall be governed by and constitute in accordance with Indian Law and shall be subject to exclusive Jurisdiction of Indian Courts.

7. Dated the _____ day of _____ for _____ (indicate the name of the Bank)



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BANK GUARANTEE FOR MOBILISATION ADVANCE PAYMENT

ANNEXURE – R

(ON NON JUDICIAL STAMP PAPER OF THE VALUE OF Rs.100)

FORMAT OF BANK GUARANTEE FOR MOBILIZATION ADVANCE PAYMENT

- 1 In consideration of the BHARAT DYNAMICS LTD., _____ Division (hereinafter called as 'BDL') having agreed to make advance payment to _____ (hereinafter called 'the said Contractor/Supplier (s)') under Agreement/Contract/Order No. _____ dated _____ (hereinafter called 'the said Agreement'/said contract/said Order), made between _____ and _____ for _____ (indicate the scope of supply), for the due fulfilment of the terms and conditions contained in the said Agreement/Contract/Order, on production of a bank Guarantee for _____ (indicate the amount in Rs. / Foreign Currency) (_____ only), _____ (hereinafter referred (indicate the name of the bank) to as hereby undertake to pay to BDL by reason of any breach by the said Contractor/Supplier(s) of any of the terms or conditions contained in the said Agreement /Contract/Order.
- 2 We _____ (indicate the name of the bank) do hereby unreservedly, irrevocably undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from BDL within fifteen (15) days of such demand stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by BDL by reason of breach by the said contractor(s)/supplier of any of the terms or conditions contained in the said Agreement. /Contract/Order or by reason of the contractor(s) failure to perform the said Agreement/Contract/Order. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding _____ (indicate the amount in Rs./Foreign currency).
- 3 We undertake to pay to BDL an amount not exceeding _____ (indicate the amount in Rs. /Foreign currency) so demanded notwithstanding any dispute or disputes raised by the contractor (s)/supplier(s) in any suit or proceeding pending before any court or Tribunal relating thereto. Our liability under this guarantee being absolute and unequivocal.
- 4 We, _____ (indicate the name of bank) further agree with BDL that BDL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement/Contract/Order or to extend time of performance by the said contractor/supplier (s) from time to time any of the powers exercisable by BDL against the said contractor(s)/supplier(s) and to forbear or enforce any of the terms and conditions relating to said agreement/contract/order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/supplier(s) or for any forbearance, act or omission on the part of BDL or any indulgence by BDL to the said Contract/supplier(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for the provision, have effect of so relieving us.



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- 5 We, _____(indicate the name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of BDL in writing and agree that any change in the constitution of the said contractor(s)/Supplier(s) or Bank shall not discharge the Bank of its liability under this deed.
- 6 The validity of Bank Guarantee shall be up to _____(dd/mm/yy) and such date shall be 60 days after the last delivery/services against the contract. The Bank Guarantee will continue to the enforceable till all the dues of BDL under or by virtue of the said Agreement/ Contract/Order have been fully paid and its claims satisfied or discharged or till BDL certifies that the terms and conditions of the said Agreement/Contract/Order have been fully and properly carried out by the said contractor/ supplier(s) and accordingly discharges this guarantee.
- 7 This Bank Guarantee shall be governed by and constitute in accordance with Indian Law and shall be subject to exclusive Jurisdiction of Indian Courts.
8. Dated the _____day of _____
—for_____ (indicate the name of the bank).



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FORCE MAJEURE CLAUSE

ANNEXURE – S

FORCE MAJEURE:

If, at any time during the currency of the contract, the performance of any obligation (in whole or in part) by the Employer or the Contractor shall be prevented or delayed by reason of any war, hostilities, invasion, acts of public or foreign enemies, rebellion, revolution, insurrection, civil commotion, sabotage, large scale arson, flood, earth quake or any other act of God, large scale epidemics, nuclear accidents, any other catastrophic unforeseeable circumstances, quarantine restrictions, any statutory, rules, regulations, order or requisitions issued by a Government department or competent authority (hereinafter referred to as “event”) then, provided notice of the happening of such an event is given by either party to the other within 21 days of the occurrence thereof.

- a) Neither party by reason of such event is entitled to terminate the contract or have claim for damages against the other in respect of such non-performance or delay in performance, if not covered under insurance.
- b) The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.
- c) In case of doubt or dispute, whether a particular occurrence should be considered an “event” as defined under this, clause the decision of the Engineer shall be final and binding.
- d) If the contractor is fore-closed under this clause, the Contractor shall be paid fully for the work done under the contract, but not for any defective work or work done which has been destroyed or damaged before its measurement. The Engineer shall have the option to take over any plant and material lying at site, at rates provided for in the contract, failing that, as per rates which are determined to be fair and reasonable by the Engineer.
- e) If no notice is issued by either party regarding the event within 21 days of occurrence, the said event shall be deemed not to have occurred and the contract will continue to have effect as such.



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DEVIATION STATEMENT

ANNEXURE – T

DEVIATION STATEMENT NO

Name of Work : Awarded Value :

Value of Deviation :

Name of Contractor : Total value :

Work Order No. and date :

Sl. No.	Item No.	Description of item in brief	Unit	Rate	As per Agreement		As per Actual execution		Financial Implications		Reasons for Deviation
					Qty	Amount	Qty	Amount	Exc-ess	Sav-ings	

Signature of the officer
preparing the statement

Signature of the officer
verifying the statement



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EXTRA ITEM STATEMENT

ANNEXURE – U

EXTRA ITEM STATEMENT NO

Name of work :		Value Rs.
Work Order No. and date :	Extra items sanctioned till date	
Name of the contractor :	Extra items put up for approval now	
Awarded value :	Total	

S.No.	Extra item No.	Descrip-tion of item in full	Unit	Qty	Rate	Amount	Reasons for executing the extra item
1	2	3	4	5	6	7	8

Signature of the officer preparing the statement

Note: Rate recommended for extra item
Shall be supported with rate analysis

Signature of the officer verifying the statement



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SUBSTITUTED ITEMS STATEMENT

ANNEXURE – V

SUBSTITUTED ITEMS STATEMENT NO

Name of work :
Work Order No. and date :
Name of the contractor :
Awarded value :

	Value Rs.
Sub. Items sanctioned till date	
Sub. items put up for approval now	
Total	

Sl. No.	Item No.	Description of item in full As per Tender	Unit	Qty	Amount	Item No.	Description of item in full As per execution	Unit	Qty	Amount	FINANCIAL IMPLICATIONS		Reasons
											Exc-ess	Sav-ings	

Signature of the officer preparing the statement

Note: Rate recommended for extra item
Shall be supported with rate analysis

Signature of the officer verifying the statement



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WORKS DIARY

ANNEXURE – W

WORKS DIARY

Name of work : Date of Hard over the site :
Work Order No. and date : Stipulated date of commencement :
Actual date of commencement :
Stipulated date of completion :

Sl.No.	Date	Details of work carried out	Remarks	Signature of	
				Contractor/ Representative	Engineer/ Representative



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SITE ORDER BOOK

ANNEXURE – Y

SITE ORDER BOOK

Name of work : Date of Hard over the site :
Work Order No. and date : Stipulated date of commencement :
Name of the contractor : Actual date of commencement :
Actual date of completion :

Sl. No.	Remarks of the Inspecting officer or Contractor along with name & designation	Action taken and by whom	Remarks



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RUNNING ACCOUNT / FINAL BILL

ANNEXURE – AB

RUNNING ACCOUNT / FINAL BILL

Name of the contractor :
 Name of work :
 Serial No. of this bill :
 No. and date of previous bill for this work :
 Work Order No. date :.....
 Date of actual commencement of work :
 Date of actual completion of work : 'A' - Account of work execute

Reference to Schedule of Qty and rates				Qty. executed up to date as per measure- ment sheets	Payment on the basis of actual measurements		Pres-ent Qty.
S.O.Q.R. No.	Description of work in full	Unit	Rate		Up to date	Since Previous Bill	
1	2	3	4	5	6	7	8
			Rs. Ps.		Rs. Ps.	Rs. Ps.	

B' ABSTRACT OF RECOVERIES

C' – CERTIFICATE

Certified that the bill has been prepared based on the actual measurements of work done as per approved specifications and approved rates.

Bill prepared by me

Name and dated
signature of contractor
With seal

Name and dated
signature of the officer
verifying the bill

Name and dated signature of the Officer
Authorizing payment



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RUNNING ACCOUNT / FINAL BILL

**ANNEXURE – AB
Contd....**

D- MEMORANDUM OF PAYMENT

I. Total amount of work done on measured works – up to date	Rs.....
II. Bank Guarantee/Initial Deposit:	Rs.
III. Deductions	
(1) Security Deposit	
(a) From previous R.A.Bill	Rs.
(b) From present bill	Rs.
(c) Total	Rs.....
(2) Payments	
(a) Payment on previous bills	
B.R No..... Date.....	Rs.
(b) Advance payment	
B.R. No..... Date.....	Rs.
(c) Total:	Rs.....
(3) Recoveries	
Income Tax	Rs.
Sales Tax on WC	Rs.
Service Tax	Rs.
Others	
1	
2	
3	
4	
Total	Rs.....
Total Deductions III (1) (2) & (3)	Rs.....
Net payment	Rs.....
Abstract of payment	
(1) Net Payment as above	Rs.
(2) Add secured advance on materials at Site (Statement enclosed)	
Total amount	Rs.
(3) Deduct Previous secured advance	Rs.
Net Payment cheque	Rs.

Received Rs:..... (Rupees)

As per above memorandum on account of this work.

(full dated signature of contractors)



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RUNNING ACCOUNT / FINAL BILL

**ANNEXURE – AB
Contd....**

BILL CERTIFIED FOR PAYMENT

Name and Signature of the Officer
Verifying the bill Payment

Name and signature of the officer
authorizing

Original / Duplicate / Triplicate



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ADVANCE PAYMENT ON BILL

ANNEXURE – AC

FORMAT FOR 75% ADVANCE PAYMENT ON BILL

B.R. No..... Dt.....

Name of Contractor.....

Name of work

Work Order No Dated

Bill Reference Advance

Value of present Bill (Approximate) Rs.

Less Recoveries (Approximate) Rs.

Net due to contractor (Approximate) Rs.

75% of above Rs.

Net advance recommended in this Bill Rs.

Advance certified for Rs.

Bill prepared by

Dated signature of Contractor / representative

Dated signature of the officer verifying the bill

Dated signature of the officer authorising payment



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BILL FORM FOR SECURED ADVANCE ON MATERIALS

ANNEXURE – AD

BILL FORM FOR SECURED ADVANCE ON MATERIALS

B.R..... Dt.....

Name of Contractor

Name of work :

Serial No. of the bill

No. and date of the previous bill for this work..

Reference to Work Order No : Dated

Value of Materials (detailed below) Rs.

Advance recommended @75% Rs.

Net amount payable Rs.

This is to certify that non-perishable materials of estimated value of Rs..... have been deposited at the work spot by me/us, in connection with the above contract work entrusted to me/us by Bharat Dynamics Limited., which material is deemed to have pledged to Bharat Dynamics Limited., under the general conditions of contract, I/We may be paid a progressive payment of Rs. which is within 75% of the estimated value of the deposited materials.



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BILL FORM FOR SECURED ADVANCE ON MATERIALS

**ANNEXURE – AD
Contd....**

DETAILS OF MATERIALS

No.	Description of the material	Quantity	Unit	Rate (Rs)	Amount (Rs)
1.					
2.					
3.					
4.					
5.					
6.					
7.					
Total Rs.					

Bill prepared by

Dated signature of Contractor /Representative

“Certified that the materials brought to site on the security of which advance is preferred have been not more than the issue rates as per the contract or the prevailing market rates”

Dated signature of the officer verifying the bill

Designation.....

Dated signature of the officer authorizing payment

Designation.....



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PART RATE STATEMENT

ANNEXURE – AE

PART RATE STATEMENT

Name of work :

Name of the contractor :

Work Order No. and date :

Sl. No. of R.A. Bill :

S.No.	Item No.	Description of Item in brief	Agreement Rate	Part rate paid in previous bill	Part Rate recommended in this bill	Remarks / Reasons for allowing part rate
1	2	3	4	5	6	7

Signature of the officer verifying the bill

Signature of Contractor

Signature of the officer
authorizing payment



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CATEGORY OF WORKS

ANNEXURE – AF

Sl.No.	Category	Category of Works
1	Civil	All types of Civil works
2		Painting works
3		Chemical water proofing works
4		General water proofing works
5		Interior and false ceiling works
6		PVC flooring works
7		Chip Carpeting of roads
8		Horticulture & Landscaping works
9		Workstations and modular furniture works
10	Mechanical	Welding works & Structural Works
11		Installation Commissioning and Maintenance of Split/Window/Packaged Air Conditioning Units
12		Installation, Commissioning and Maintenance of Air conditioning plants, Clean room systems etc.,
13		Installation, Commissioning and Maintenance of Air cooling system
14		Installation and Maintenance of fire Hydrant Systems
15		Maintenance of Fire Alarm System
16		Installation and Maintenance of fire Extinguishing System
17		Installation and Maintenance of Building Automation System such as IBMS/ CCTV
18		Operation and Maintenance of water Supply System
19		Providing and Maintenance of Sprinkler System
20		Internal and External Water Supply Works and maintenance
21		Maintenance of Pumps
22		Maintenance of weighing equipments
23		Maintenance of Air compressors
24		Maintenance of Steam Boilers
25		Maintenance of Solar water heating System
26		Maintenance of Hospital equipments



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27		Maintenance of machineries
28		Maintenance of Rolling shutters
29		Installation and Maintenance of Lifts, Hosits, Cranes lifting tackles etc.,
30		Air quality monitoring
31		Effluent water quality monitoring
32		Maintenance of sewage/industrial Effluent treatment plants
33		Hospital waste Management
34	Electrical	Operation and Maintenance of Receiving Station, Substation etc.,
35		Rewinding of motors
36		Internal and external electrification works
37		Maintenance of Electrical equipments such as UPS, Generators, Starters, Softers etc.,
38	Communication /Networking	Maintenance of Fax Machines
39		Maintenance of telephone Exchange
40		Maintenance of Telephones, Intercoms etc.,
41		Maintenance of PC's, Printers etc.,
42		Internal and External Communication works, networking etc.,
43.		Maintenance of Public Address Systems, Sirens, Hooters etc.,
44	Miscellaneous	Repair and Maintenance of transport vehicles
45		Packing works
46		Facility Management Service
47		Catering Services such as Supply of Ragi mudda, chapathis etc.,
48		Maintenance of Guest houses including catering, hospitality and houses keeping
49		House Keeping and all types of labour oriented works
50		Vinyl Signage boards
51		Pest and Rodent, honey comb clearing works
52		Cleaning of Sofas and carpets
53		Drivers, coolers Completion operators & Clerical assistance etc.,



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VENDOR REGISTRATION FOR CIVIL CONTRACTOR

ANNEXURE – AG

Applicant Profile - Section 1

Registration Category *

(Example : Civil contractor)

Name of the Company / Firm /
Applicant name *

Registration details of the
company with Register of
companies *

Company Start Date *

**Address for
Registration**

**Correspondence
Address**

Complete Address *

City *

Pin Code *

State *

Country *

Telephone no 1 *

Telephone no 2

Fax no

Mobile no *

Email ID 1 *

Email ID 2

Contact Person Name
and Designation *

Do you have Digital Signature
Certificate Class 3 *



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S.No	Technical details - Section 2	
2.1	Type of Ownership *	
	Whether the firm is a private or public limited concern or individual or a partnership firm. (Attested copies of deeds or Articles of Association to be enclosed.)	
	If others Please specify :	
2.2	Do you have ISO certification? *	(YES / NO)
	If yes, please specify & indicate validity :	
2.3	CRITERIA FOR ENROLMENT : *	
	Please select the Type of class : (Drop down list)	
	CLASS OF REGISTRATION	TYPE & NO. OF TECHNICALLY
	(CIVIL CONTRACTORS)	QUALIFIED ENGINEERS
a	Class 'A' more than Rs. 50 lakhs experienced two GraduateCivil Engrs. & three Diploma Civil Engrs.	Atleast 10 years
b	Class 'B' more than Rs. 25 lakhs & upto Rs. 50 lakhs. experienced one GraduateCivil Engr. & two Diploma Civil Engrs	Atleast 5 years
c	Class 'C' more than Rs. 10 lakhs upto Rs. 25 lakhs. experienced two DiplomaCivil Engrs	Atleast 3 years
d	Class 'D' (upto Rs. 10 lakhs) experienced one DiplomaCivil Engr.	Atleast 2 years
2.4	Name of the proprietor or partners in the firm	
	S.No	Name of the Person
	Age	Qualification
	(Enclose biodata)	
2.5	Enclose list of employees with qualification details	
2.6	List of Works executed in last seven years *	
	i) Name of Work, ii) Year of execution, iii) Value of work iv) Authority under which carried out.	To beshown in a separatestatement
	(Enclose Separate statement as per Proforma1	



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2.7	Whether enlisted in any other organisation. If so, which class, showing amount qualified to tender & detail of registration. *	(YES / NO)
	S.No	Organisation name
	Class Type	Value of work
	Financial year	
	(Enclosed enlisted details)	
2.8	Has the applicant or any of his partners or shareholders been blacklisted or removed from the approved list of contractors or demoted to lower class or orders passed banning/suspending business with the applicant by any Govt. Department/Undertaking in the past?	(YES / NO)
	If yes Please specify :	
	(The Company has the right not to issue tender form and also to suspend, remove, demote or blacklist a contractor/firm.)	
2.9	LIST OF PLANT & MACHINERY AND EQUIPMENT	To be shown in a separate statement
	(Enclose Separate statement as per Proforma - 2)	
S.No	Financial details - Section 3	
3.1	Turnover for the Last three years	Profit Loss
	2010 - 2011	
	2011 - 2012	
	2012 - 2013	
	(Enclosed Copies of Annual Audit Reports, Balance sheets). (* To be approximately modified)	
3.2	Tax Registration Details	
	VAT/TIN Number	
	Central Sales Tax Reg	
	Service Tax Reg	
	PAN Number *	
	Company / Firm Employees State Insurance (ESI) *	
	Company / firm own PF Code *	
	(Enclose proof of the document)	
3.3	Power of Attorney	



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	Name of Person holding the Power of (POA)	Attorney
	Contact details :	
Name of person holding the Power of Attorney (POA), and his present Nationality with their liabilities. (Attested copies of the Partnership Deed to be enclosed.) Name of Partners, together with age, their individual contribution to the capital, percentage of profit and their liabilities (Attested copy of Partnership Deed and Registration, if any, to be enclosed.)		
3.4	Name of Bankers of the applicant address *	with full
	(Banker's Certificate/Solvency certificate(Proforma 3) to be obtained from the Banker in sealed cover and to be attached with the hard copies)	
3.5	E-Payment Details *	Name of the Bank
	(Enclose Appendix 'A')	Bank Account Number
		Address of the Bank
		Type of Account
		IFSC Code
		MICR Code
3.6	DD Details *	
	I/We enclose herewith a pay order/ Banker's draft number : DD No: _____ Bank name : _____ DD Date : _____ for 200/- as processing fee, which is non refundable	
	BDL reserves the right to accept or reject any application without assigning any reasons thereof or enlistment in any class other than applied class.	
	Before the assessment of this application completed, a representative from BDL may contact you concerning the financial and technical information that you have provided. Your co-operation is required to assist in the assessment process. Failure to co-operate may affect registration. The assessment report is specifically for use by BDL for the purpose of assessing Suppliers for Registration, and will be treated as strictly confidential.	
	Declaration	
	(This declaration should be completed by a Proprietor, Partner, Director or other senior manager who has authority to do so)	
	1. I/We certify that I/We will not enlist myself/ourselves as Contractor(s) in the Undertaking under more than one name.	
	2. a) I certify that I did not retire as an employee of this Undertaking during the last two years. I also certify that I have neither such a person under my employment nor shall I employ any such person within two years of his retirement from this	



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Undertaking. (For individual seeking enlistment in their own name). b) We certify that none of the partners/Directors retired as an employee of the Company during the last two years. We also certify that we have neither under our employment any such person nor shall we employ any person within two years of his retirement except with the prior permission of the Company. (For LimitedCompanies/Partnership Firms).

The BDL conditions of registrations are acceptable.

- a) All information and attachments submitted in this application are true and correct.
- b) I/We are aware that any false information provided herein will result in the rejection of my/our application and cancellation of any registration granted.
- c) I/We shall be bound by the acts of duly constituted attorney who has signed this application and any other person who in future shall be appointed by us in his place to carry business of the concern whether or not an intimation of such changes is given to BDL.
- d) I/We have read and understood BDL's General conditions of contract and agree to abide the same in all respects.
- e) I/We undertake to communicate promptly to BDL any change in condition or working of the Firm.
- f) This registration is valid for 3 years and vendors have to renew the registration on or before the laps of the registration.

Final Submission



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PROFORMA-1

Abstract (Statement) of works which are in hand, work tendered and work awarded in the last three years in various Organizations.

Name of contractor..... (This is be signed by the Executive Engineers or equivalent officer).

Sl. No	Name of Organisation	Name of work	Amount of work as per agreement	Status of Contract (Live / Completed)	Date award of contract	Period allotted			Reasons for delay	Actual cost of work as per final bill	Remarks
						Date of completion of works as per contract or date of completion if completed	Original	Extended			
1	2	3	4	5	6	7	8	9	10	11	12

1. State whether the details as above by the contractor are correct if not state as to that is the correct information
2. State whether the contractor has executed the work in progress the satisfactorily as per specifications. If not given the correct position of the work and other remarks.

Signature of the contractor

(Signature of the E.E. or Equivalent)



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**PROFORMA-2
LIST OF TOOLS PLANTS AND MACHANERY**

Name of Article	Quantity	Approximate Value	Location

CERTIFICATE

- (1) Certificate that the above articles are in my physical possession.
- (2) Certified that to the best of my knowledge the above information is correct.

(Signature of the Applicant)

(Signature of the E.E or Equivalent officer)



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**PROFORMA-3
(PROFORMA FOR SOLVENCY FROM ANY SCHEDULED BANK)
CERTIFICATE**

On the basis of transaction / turn over in the account or (Name and Address) We are the opinion that they are solvent to the errata of Rs..... (In word Rs.....(only)

This is without any prejudice and responsibility on our part.

Date:

MANAGER (Seal)



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VENDOR REGISTRATION FOR SERVICE PROVIDER

ANNEXURE – AH

SECTION 1

Registration Category: (Type of Services: Architect, Consultants, Project Management consultants, AMC, Repair of Machinery/Equipment, Inspection, Printing, Courier etc..)

Name of the Organisation :

Registration Number:

Registering Authority :

Registration Number:

Address for Registration :

City

State

Country

Telephone Number 1

Telephone Number 2

Fax Number

Mobile number

Email ID 1

Email ID 2

Contract Person Name :

**Address for
Correspondence :**

Address of Factories :

SECTION 2

2.1 Type Of Ownership :Individual / Partnership / Ltd Company (Pvt / Public) / PSU / Govt Undertaking / Research Institute / Trust / MSME / Joint Venture Or Other Tie-Up For Technology, Equipment, Financial Backing And/Or Project Management, Others.*(Enclosed Copies Of Income Tax Returns (Incase Of Individual) Partnership Deed/Article& Memorandum Of Association /JV Agreement/Certification Of Incorporation/Certificate Of Registration Etc As Applicable, Duly Certified By Chartered Account).

2.2 Do you have ISO Certification?(If yes, please specify & indicate validity).

2.3 Give details of registration, if any, with BDL (Specify Unit)/ DGS & D / PSUs / Central / State Govt. / Major Private Institution / Others (Specify):



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	Company Name	
	Registration Number	
	Dated	
	Validity	
	Class / Type of Registration	
	Attach necessary certificates from the registering authorities, attach file.	
2.4	Have you undertaken any work on subcontract from BDL, or any of its Division / unit in the past 3 years or presently.*	
	select	
	Units/ Division of BDL	
	Order number & Date	
	Items/ Brief description of Work	
	Date of completion of Order	
	(If yes, please give details, starting with most recent orders)	
2.5	Qualifications and experience of key Technical personnel. Attach biographical data.	
	select	
	Position	
	Name	
	Qualification	
	Assignment/duties	
	Year of experience in the position of assignment	
	(Please attach biographical data)	
2.6	Company's Total Personnel by Discipline:*	
	select	
	Discipline	
	Number of personnel	
2.7	List the names of Owners / Partners / Promoters and Directors / Company Secretary / Holder of Power of Attorney, as applicable, in the format detailed below:*	
	select	
	Names of Owners/Partners / Promoters and Directors / Company Secretary / Holder of Power of Attorney	



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Address			
Whether Owner / Partner / Promoter/Director/Company Secretary / Holder of Power of Attorney			
Extent of share in the Firm / Company as the case may be			
SECTION 3			
3.1 Annual Turnover in the past 3 years: (* To be approximately modified)			
Year	2010-2011	2011-2012	2012-2013
Annual Turnover in lakhs			
Profit in lakhs			
Loss in lakhs			
3.2 Attach the following audited financial statements, as applicable, for the past three financial years and place a tick mark in appropriate column as confirmation of having enclosed the documents with application. (* To be approximately modified)			
Year	2010-2011	2011-2012	2012-2013
Annual Turnover			
Profit statement			
Loss statement			
Important Note –Financial Assessment			
<p>Bharat Dynamics Limited may conduct financial assessments and prepare reports on all service Providers applying for registration and for regular reviews. Before the assessment of this application can be completed, a representative from BDL may contact you concerning the financial and technical information that you provide .your co-operation is required to assist in the assessment process. Failure to co-operate may affect registration. The assessment report is specifically for use by BDL for the purpose of assessing Service providers for registration, and will be treated as Strictly Confidential.</p>			
3.3 Tax / VAT Details:			
Central sales Tax Registration No.			
PAN Number			
State sales Tax / TIN Registration No			
CST Number			
Service Tax(ST) Registration No			
TOT Number			



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TAN Number			
(Copies of the above documents to be enclosed)			
3.4	Details of sales tax assessed, as per clearance certificate, in the last 3 years.		
Year	20 - 20	20 -20	20 -20
Value of services provider/ work performed (in lakhs):			
3.5	Please provide any additional information, which will help you in securing registration with BDL.		
Declaration :			
This declaration should be completed by a Proprietor, Partner, Director, or other senior manager who has authority to do			
I/We declare and confirm that:			
<ul style="list-style-type: none"> a. The BDL conditions of registrations are acceptable. b. All information and attachments submitted in this application are true and correct. c. I/We are aware that any false information provided herein will result in the rejection of my/our application and cancellation of any registration granted. d. I/We shall be bound by the acts of duly constituted attorney who has signed this application and any other person who in future shall be appointed by us in his place to carry business of the concern whether or not an intimation of such changes is given to BDL. e. I/We have read and understood BDL's General conditions of contract and agree to abide the same in all respects. f. I/We undertake to communicate promptly to BDL any change in condition or working of the Firm. 			
I/We enclose herewith a pay order/ Banker's draft number on Bankon Date for 200/- as processing fee, which is non-refundable.			
Details of Person holding the power of Attorney (If different from above) :			
Name			
Position			
Telephone number			
Fax number			
Mobile number			
(attach attested copy)			
Note:			
<ol style="list-style-type: none"> 1. All columns in this form may be filled up. If applicant has no information to give on a particular column, "Nil" may be mentioned. In case of columns not relevant in your case,"Not Applicable" may be mentioned. No column should be left blank. 2. This registration is valid for 3 years and vendors have to renew the registration on or before the laps of the registration Annexure – A to be filled and submitted 			
Authorisation Letter For E-Payments :* Enclose e-payment copy.			



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PROPRIETARY CERTIFICATE

ANNEXURE – AI

PROPRIETARY CERTIFICATE

Sub: Procurement of _____

for _____

This is to certify that the stores requested are the proprietary products of manufactured by OEM M/s. and that it has been selected for its special characteristics / design / performance / compatibility such as

To the best of our knowledge no other make is suitable.

Date :

Indenter's Signature :

Name :

Designation :

Through : Head of the Dept.

Sign. of Head of the Division



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GENERAL CONDITIONS OF CONTRACT FOR REFERENCE

ANNEXURE – AJ

GENERAL CONDITIONS OF CONTRACT

Applicable for all works like Civil, Electrical, Mechanical, Communication and Composite Tenders etc.

(Except Term Contract and Annual Maintenance Contract works)

INDEX

Clause No.

- 1.0 Definitions and Interpretation**
 - 1.1 Definitions
 - 1.2 Singular and Plural
 - 1.3 Headings or Notes
- 2.0 General Obligation**
 - 2.1 Inspection of Site
 - 2.2 Maintenance of Contract Documents
 - 2.3 Daily Diary Register
 - 2.4 Weekly Progress Reports
 - 2.5 Contractor's Site Office and Amenities
 - 2.6 Employment of Efficient and Competent Staff on Works
 - 2.7 Employment of Licensed Labour Force
 - 2.8 Identification Badges / Passes
 - 2.9 Assignment and Sub-letting
 - 2.10 Contractor's Co-ordination
 - 2.11 Security Deposit
 - 2.12 Watching and Lighting
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 - 2.21 Compliance of Instructions



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3.0 Execution of Works

- 3.1 issue of Working Drawings
- 3.2 Sufficiency of Information / Details
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- 3.4 Passage of Traffic
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- 3.6 Care of Works
- 3.7 Site Drainage
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- 3.12 Reconciliation of Materials
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- 3.14 Storage of Materials
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- 3.16 Inspection and Approval
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4.0 Variations in the Scope of the Contract

- 4.1 Variations in the Scope of the Work
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6.0 Measurements, Certificates and Payments

- 6.1 Record and Measurements
- 6.2 On Account Payments
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- 6.4 Completion Certificate
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- 7.0 Maintenance and Defects**
- 7.1 Guarantee of Works and Liability for Damages, Defects etc.
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- 8.0 Rights, Remedies and Powers**
- 8.1 Determination of Contract due to Contractor's Default
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- 9.0 Packing, Marking, Protection and Despatch**
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1.0 DEFINITIONS AND INTERPRETATION:

1.1 DEFINITIONS:

- 1.1.1 In these General Conditions of Contract the following expressions shall have the definitions and interpretations given hereunder:
- 1.1.2 'Company' shall mean "Bharat Dynamics Limited". The rights and obligations of the Company exercisable under the Contract, other than those exercisable by the Engineer or his representatives, shall be exercised by the Authority designated in Annexure-1A hereto. The said Authority shall be Accepting Authority for the purpose of the contract and shall have full powers to revise, amend, withdraw or cancel the actions taken by the Engineer in respect of the powers exercisable by the Engineer.
- 1.1.3 'Contractor' shall mean an individual or firm (Proprietary or Partnership) or Company whether incorporated or not, that has entered into Contract with the Company and shall include his / its heirs, legal representatives, successors and assigns, successors in interest of individuals or persons composing such firms or Company or successors of such firms or Company or the permitted assigns of such individual or firm or Company. Changes in the constitution of the firm or Company, if any shall be immediately notified to the Company, in writing, and approval obtained for continued performance of the Contract.
- 1.1.4 'Contract' shall mean, collectively all covenants, terms and stipulations contained in the various portions of the Contract Agreement and the Annexures thereto.
- 1.1.5 'Works' shall mean the works to be executed in accordance with the Contract.
- 1.1.6 'Engineer shall mean the officer of the Company designated as such in Annexures hereto or any other officer appointed by the Company from time to time and notified to the Contractor as authorised to act as Engineer for the purpose of the Contract.
- 1.1.7 'Drawings' shall mean, collectively all the drawings attached to the Contract and made a part thereof, and also altogether new drawings issued by the Engineer in terms of the Contract and / or such supplementary drawings as the Engineer may issue from time to time in order to elucidate the said contract drawings or to show details not shown thereon.
- 1.1.8 'Specification' shall mean, collectively all the terms and stipulations contained or referred to in the General Conditions of Contract, Special Conditions of Contract, Detailed Technical Specifications, Schedule of Quantities and Rates, and shall include all such amendments, revisions, removals or additions as may be made during the period of execution of the works and all written instructions to be issued by the Engineer in terms of the Contract, pertaining to the method and manner of performing the work or to the quantities and qualities of the work to be performed or materials to be furnished under this Contract.
- 1.1.9 Wherever in this Contract the words 'Directed', 'Required', 'Permitted', 'Ordered', 'Designed', 'Considered', 'Necessary' or like words are used, it shall be understood that the said directions, requirements, permission, order, design, etc., of the Engineer or the Company are intended. Similarly, words 'Approved', 'Acceptable', 'Satisfactory', or like words shall mean approved by or acceptable or satisfactory to the Engineer or the Company as the case may be, unless any other meaning is plainly intended.



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- 1.1.10 'Site' shall mean the land (s) and other place (s) on, under, in, into or through which the works are to be executed and shall include any other land (s) or place (s) provided by the Company for the purposes of the Contract.
- 1.1.11 **'Contract value' shall mean :**
- 1.1.11.1 In the case of Lump sum Contracts, the price payable to the Contractor as mentioned in the Contract.
- 1.1.11.2 In the case of Item Rate Contracts, the cost of the Works arrived at after execution of the quantities shown in the Schedule of Quantities and Rates by the item rates quoted by the tenderer and accepted by the Company for the various items or the rates indicated by the company and accepted by the bidder after due reduction of discounts if any.
- 1.1.11.3 In the case of Percentage Rate Contracts, the estimated value of the Works computed at the rates in accordance with the schedule of Rates specified, adjusted by Contractor's percentage and as accepted by the Company.
- 1.1.12 'Deviation' shall mean an order given by the Engineer to effect an alteration in addition to, or deduction from or variation from the scope or nature of work to be done in terms of the original Contract.
- 1.1.13 'Notice in writing' or 'Written Notice' shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by Registered Post to the last known private or business address or Registered Office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- 1.1.14 'Date of commencement of work' shall mean (a) 14 days from the date of Letter of Intent or date of Agreement whichever is earlier or (b) the actual date of handing over of the site to the Contractor, whichever is later. If the date of commencement of work is indicated in the letter of intent, this will prevail over other conditions indicated above.
- 1.1.15 'Equipment shall mean and include any plant and equipment or parts thereof, including associated electricals, instruments, materials stores and goods to be provided under the contract for achieving completion of works as per specifications.
- 1.1.16 Unless otherwise specified, the latest IS Specifications and Code of Practice for respective items of Works shall be deemed to be applicable to this Work.
- 1.1.17 If there is anything inconsistent between these General Conditions of Contract and the Special Conditions of Contract attached hereto, the latter shall prevail.

1.2 Singular and Plural:

- 1.2.1 Where the context so requires, words imparting the singular shall include the plural and vice-versa

1.3 Heading or Notes:

- 1.3.1 Headings and marginal notes to these General conditions of contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.



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2.0 General Obligation:

2.1 Inspection of Site:

2.1.1 The location of work is detailed in Annexure-1B enclosed. However, the exact location shall be confirmed from the Engineer before taking up the execution of work. Scope of work is indicated Annexure-1B enclosed. The scope of work indicated therein is only indicative of the probable nature of works and the entire scope of work is not limited to the information furnished there. The Contractor shall be deemed to have quoted after having satisfied himself as to the nature the sub-soil, the dimensions, levels, character and nature of all roads, existing drains, sewers, water and other main electrical and communication cables etc., and other things as regards any connections they may have with the works the subject matter of the Contract, and he shall be deemed also to have inspected the Site of the Works and surroundings, the means of access thereto and to have generally obtained his own information on all matters and things which can in any way influence his tender. No claims for extra works or otherwise will be allowed in consequence of any misunderstanding, error or incorrect information on the above mentioned points or of any other inaccuracies in the reference thereto which may *appear* on the drawings or in the specifications or other records nor shall the Contract be nullified in consequence of any such misunderstandings, incorrect information or inaccuracies.

2.2 Maintenance of Contract Documents:

2.2.1 The Contractor shall be furnished, free of charge a certified true copy of the Contract Document and two sets of drawings (if applicable) which may be issued during the progress of the work. He shall keep these Documents at the site Office in good order and the same shall at all reasonable times be made available for inspection and use by the Engineer or his representatives or by other Inspecting Officers of the Company.

2.2.2 None of these documents shall be used by the Contractor for any purpose other than that of this Contract.

2.3 Daily Diary Register:

2.3.1 A Daily Diary Register will be kept in the Engineers Office or at the Site Office. The Contractor or his representative will furnish every day at 09.00 hours, details of work for the day preceding and the Diary will be written up every day and jointly signed by the Engineer and the Contractor or their representatives in token of its correctness. A site order Book, serially numbered in the format to be prescribed by the Engineer will also be kept in the Engineer's Office or at Site Office and all day-to-day instructions to the Contractor will be written in that book. The Contractor or his representative shall report at 09.00 hours every day to see these instructions and sign them at the bottom in token of his having seen them. (This shall be applicable for works costing more than Rs.100 Lakhs for civil and composite works and Rs.30 Lakhs for other works).

2.4 Weekly Progress Reports:

2.4.1 The contractor or his representative shall supply all information regarding procurement of materials and progress of work as required by the Engineer for compiling weekly progress reports. This information shall be supplied before 09.00 hours on every Monday in respect of the preceding week. (This shall be applicable for works costing more than Rs.100 Lakhs for civil and composite



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works and Rs.30 Lakhs for other works on weekly basis and works costing less than Rs.100 Lakhs for civil and composite works and Rs.30 Lakhs for other works on monthly basis).

2.5 Contractor's Site Office and Amenities:

- 2.5.1 The responsibility for providing any accommodation, feeding and sanitary necessities for the workmen employed by the Contractor "shall be exclusively that of the Contractor and such facilities can be outside the Site provided by the Company. The Company may allot space for the Contractor to build his temporary site office and / or storage shed and the same should not be used for housing any labour or supervisory staff of the Contractor. Unless otherwise directed, the Contractor shall within two weeks of the completion of the Contract, remove the temporary constructions and hand over to the Company the space made available to him in a clean and tidy condition, failing which the Completion Certificate will not be issued.
- 2.5.2 The Contractor shall not allow his workmen to put up any unauthorised hutments, canteens & teashops etc., on the Company's property. These, if any, shall be with the knowledge and prior approval of the Engineer in writing.
- 2.5.3 It shall be very clearly understood that the Contractor shall not put up any structures for housing his labour or his supervisory staff on the Company's land without the specific prior consent of the Company.

2.6 Employment of Efficient and Competent Staff on Works:

- 2.6.1 The Contractor shall provide and employ on the Site in connection with the works only such efficient and competent Engineers and Supervisors and other skilled, semi-skilled and unskilled labour as are necessary for the proper supervision and timely execution of the works. Orders given to the Contractor's Engineers / Supervisors shall be considered to have the same force as if these had been given to the Contractor himself. The Contractor shall engage obedient, honest and trust worthy labourers for work. If in the opinion of the Engineer, any labour and staff is found not suitable for work or is of doubtful character, he shall at once be removed from the work. The Contractor shall engage the following minimum Technical staff at site of work apart from the other staff / workers.
- 2.6.1.1 Graduate Engineer with a minimum of years experience in the relevant field -Nos.
- 2.6.1.2 Diploma Engineer with a minimum of years experience in the relevant field - No.
- 2.6.1.3 Wireman with appropriate license. Valid till the probable date of Completion. - No.
- 2.6.1.4 Any other requirement to be specified.
- 2.6.2 In the event of the Engineer being of the opinion that the Contractor is not employing on the Works sufficient number of staff and workmen as is necessary for the proper completion of the Works within the time prescribed, the Contractor shall forthwith on receiving intimation to this effect take additional staff and labour (at his own expense) specified by the Engineer within seven days of being so required and failure on the part of the Contractor to comply with such instruction will entitle the Company to rescind the Contract under clause 8.1.1 of these conditions.
- 2.6.2.1 In case of non-deployment engineers deduction will be made from the bills as detailed below:
- i. Degree Holder (Civil/Electrical) with some Experience: Rs. 15,000/- per month.



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- ii. Degree Holder (Civil/Electrical) with 2 Yrs or Diploma Holder with 4 Yrs Experience: Rs 22000/- per month
- iii. Degree Holder (Civil/Electrical) with 5 Yrs or Diploma Holder with 3-5 Yrs Experience: Rs. 30000/- per month.
- iv. Resident Engineer: Rs. 45,000/- per month.

2.6.3 Notwithstanding any provisions contained in clauses 2.6.1 and 2.6.2 above, the Engineer shall be at liberty to object to and require the Contractor to remove forthwith from the works any person who, in the opinion of the Engineer misconducts himself or is incompetent or negligent in the performance of his duties and such person shall not be again employed upon the works without the written permission of the Engineer. Any person so removed from the works shall be replaced by the Contractor as soon as possible by a competent substitute.

2.7 Employment of Licensed Labour force:

2.7.1 The Labour force employed for specialized works such as plumbing, Electrical, Welding etc., shall be possessing the valid licence issued by the appropriate authorities

2.8 Identification Badges / Passes:

2.8.1 The Contractor shall provide each of his employees including labour with identification badge E his cost. The employees shall display the badges on their person so that the badges are clear) visible for checking by the gateman as they enter the premises of the Company. The badges shall be serially numbered. The Contractor's initials shall be printed above with an identification number on the badge.

2.8.2 The Contractor should immediately notify the Company if any of the badges is lost and a new one issued in its place, or when badges are carried away by discharged labour. No employee of the Contractor without a badge will be permitted to enter the premises of work, except in such case where special permission of the Company / Engineer is obtained.

2.9 Assignment and Sub-letting:

2.9.1 The Contractor shall not assign or sub-let the whole or any portion or portions of the Contract or allow any person to become interested therein in any manner whatsoever without the prior written approval of the Company. Provided always that the provision of labour on a piece work basis shall not be deemed to be a sub-letting under this clause. The permitted sub-letting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the Company and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any sub-contractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents, servants or workmen.

2.10 Contractor's Co-ordination:

2.10.1 If during the course of the Contractor's work, other works of the Company or of other Company's Contractors are also in progress within the same Plant / Site the Contractor is to use his best efforts to work in harmony with all the others and in the best overall interest of the Project / Work.



2.11 Security Deposit:

Clause Nos. 2.11.1 to 2.11.5 are not applicable for works viz., mechanical, air-conditioning, air-cooling, electrical, communication & networks, fire alarm & public address systems etc., if tendered individually. Clause Nos. 2.11.6 to 2.11.9 are not applicable for civil and composite tenders.

- 2.11.1 For the due fulfillment of the Contract by Contractor, a Security Deposit shall be furnished by him as under:
- 2.11.1.1 An initial security deposit of 2.5% of the Contract value shall be paid by the Contractor by way of Demand Draft payable in the name of the Company from any Nationalised / Scheduled Bank at the time of signing of the agreement. In case where the Contractor had paid the Earnest Money by way of Demand Draft while submitting his tender for the work, the amount so deposited and lying with the Company will be adjusted towards this initial Security Deposit and the balance to make up 2.5% of the contract value shall be payable by the Contractor at the time of signing of the Agreement. Where the Contractor had submitted Bank Guarantee towards Earnest Money, the same will be returned to the Contractor after the receipt of Initial Security Deposit as indicated above. The Registered contractor initial security deposit need not be submitted,
- 2.11.1.2 A recovery at the rate of 10% of the value of the bill shall be made from all running account bills towards security deposit and such recovery shall be continued until the amounts deposited in terms of sub-clause 2.11.1.1 above and the amounts recovered from the bills total 10% of the contract value. The Security Deposit recovered including the Initial Security Deposit furnished at the time of concluding the agreement shall be returned along with the final bill at the end of contract period subject to satisfactory completion of the work and recoveries, if any.
- 2.11.2 If the Contractor so desires, he may furnish a Bank Guarantee as per proforma at Appendix-3 from a Nationalised / Scheduled Bank in lieu of payment by Demand Draft towards initial security deposit and deductions from the running account bills towards security deposit. Such a Guarantee could be furnished either at the commencement of the Contract or at any time during the period of the Contract. In the latter event, the Contractor may, after furnishing the Bank Guarantee according to sub clause 2.11.1.2 above, claim refund of the actual amount paid by Demand Draft and / or deducted from the running account bills.
- 2.11.3 In all cases, the bank Guarantee should be kept valid up to the date of completion of the Works or the extended period if any.
- 2.11.4 No interest shall be payable by the Company to the Contractor for the amount of the Security Deposit furnished in cash or demand draft or recovered from bills.
- 2.11.5 The Security Deposit or the Bank Guarantee furnished under this clause shall become due for refund or for discharge as the case may be, only after the completion of the Works and settlement of the dues to the Company and after the Contractor furnishes a fresh deposit or Bank Guarantee in accordance with clause 7.1.2 towards Defect liability.

OR

- 2.11.6 The successful tenderer shall give a Bank Guarantee as per proforma at Appendix-3 for 10% of the contract value as Security Deposit, at the time of signing of the agreement at Appendix-2 for satisfactory execution of the contract. This Bank Guarantee shall be kept valid till the completion of the works, final commissioning and issue of a Final Acceptance Certificate by the Engineer.



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- 2.11.7 Earnest Money, if any paid by the successful tenderer will be returned after furnishing the Bank Guarantee for the Security Deposit.
- 2.11.8 If the successful tenderer fails to commence the work within the prescribed time specified in the contract the Security Deposit shall be forfeited to the Company and amount recovered from out of the Bank Guarantee furnished by him.
- 2.11.9 The Bank Guarantee furnished as Security Deposit under this clause shall become due for discharge only after the completion of the works, final commissioning and issue of a final acceptance certificate by the Engineer, settlement of dues to the Company and after the Contractor furnishes a Bank Guarantee in accordance with Clause 7.1.4 towards Defect Liability.

2.12 Watching and Lighting:

- 2.12.1 The Contractor shall at his own cost provide night watchmen at all parts of the work were necessary or required by the Engineer. He shall also keep all open trenches, excavations or other dangerous places properly and sufficiently lighted between sunset and sunrise and shall provide and fix proper fencing hoards and temporary bridges to protect and assist the normal traffic. The Contractor shall also at his own cost erect temporary fences on the Site where required by the Engineer.
- 2.12.2 The contractor shall specifically note that the site of work shall be maintained neat and tidy and no construction materials / debris are left lying haphazardly at the site of work. The site of work shall be cordoned off with temporary fencing / barricading with GI sheets / PVC sheets / or and other suitable materials as directed by Engineer-in-charge at his own cost

2.13 Water Supply and Electricity:

- 2.13.1 Unless otherwise provided in the Contract, the Contractor shall be responsible for all the arrangements needed to obtain supply of water and electricity necessary for the Work at his own cost.

2.14 Compliance with Local Laws etc.:

- 2.14.1 The Contractor shall comply with all Acts, Rules, Bye-Laws, Regulations and all other statutory requirements local or other Authorities having jurisdiction over the site and shall be responsible for the payment of all fees and other charges and giving and receiving of all necessary notices, and keep the Engineer informed of the said compliance with such Act, Rules, Bye-Laws, Regulations, Statutory requirements, payments made, notices issued and received.

2.14.2 The following clauses shall be applicable for Electrical works:

- 2.14.2.1 The installation, testing and commissioning of all electrical works shall generally be in conformity by Electricity regulatory commission and Electricity Supply Companies, as amended up to date, relevant Indian Standard Code of Practices for Electrical Installation in Buildings (latest), National Electrical Code (latest) and Supply Regulations as stipulated.
- 2.14.2.2 The Contractor shall ensure that the electrical works shall be carried out by the agency holding valid electrical Contractor's License of appropriate class issued by the State Electrical Inspectorate and licensed wiremen.



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2.14.2.3 Installation work shall be carried out under the supervision of a Supervisor holding the supervisory competency certificate issued by the State Electrical Inspectorate.

2.15 Statutory and other Obligations Regarding Workmen:

2.15.1 The Contractor shall comply with Central / Local and State Regulations and Enactments pertaining to workmen and labour and the Engineer shall have the right to enquire into and decide all complaints on such matters.

2.15.2 The Contractor shall remain liable for the payments of all wages or other money to his employees or labourers under the Minimum Wages Act, Payment of Wages Act, Employees Liability Act, Workmen's Compensation Act, PF and ESI Act or any other enactments and rules made applicable from time to time. The Contractor shall also comply with the provisions of the Apprenticeship Act, Contract Labour (Regulation and Abolition) Act and the Rules and Orders issued there under from time to time.

2.15.3 The Contractor shall be liable to pay the wages directly to the workmen employed by him on the works without the intervention of any Jamedars or Thekadars and the Contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamedars / Thekadars from the wages of the workmen.

2.15.4 It is obligatory on the part of the Contractor to forward the declaration forms to the ESI authorities for issue of ESIC numbers, make timely contribution towards ESI and PF in accordance with the provisions of relevant acts from time to time in respect of labour engaged by him for all the works executed in the Company. The Contractor should contact the jurisdictional ESI and PF authorities and arrange to observe all formalities such as maintenance of muster rolls, opening of identification cards, making remittance etc. The proof of having remitted ESI and PF contribution as well as clearance obtained from the authorities will have to be given by the Contractor while preferring the bills.

2.15.5 The Contractor shall work only during the daylight hours as approved by the Engineer unless he obtains the prior written approval of the Engineer to do otherwise. If such approval is given, no liability in respect of any excess cost arising there from shall be borne by the Company.

2.15.6 The Contractor shall be solely liable for all the pecuniary and other consequences arising on account of any violation or default by him in respect of the provisions of the above mentioned Acts and Regulations and any other statutory, obligations which may be in force regarding the conditions of employment of workmen from time to time. In addition, any such failure or violation or default will constitute a breach of the Contract conditions and is liable for action in terms of Clause 8.1.1.3. Contractor shall indemnify BDL from all such obligations and submit an indemnity bond as detailed in Annexure-M

2.15.7 In case of new workers not having ESI number, they will be allowed to the work site only after the declaration forms are filled and submitted to the Security / Personnel Department.

2.15.8 It is also obligatory on the part of the Contractor to make timely contribution towards PF in accordance with the provision of PF Act in respect of labour engaged by him for all works executed in the Company.



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- 2.15.9 For the purpose of remittance of ESI / PF the Contractors who do not possess their own code numbers may remit the same in Company's code numbers. In case of Contractors / firms / establishments having their own code numbers for PF and ESI, they may remit the contributions in their respective codes. However, in such cases, copies of muster roll, wage register, ESI / PF remittance, copies of the returns shall be furnished to the Engineer for verification and records while preferring bills.
- 2.15.10 The Contractor's workers will be permitted to enter the work site only on production of documentary evidence in support of the Contractor in possession of valid license under Contract Labour (Regulation and Abolition) Act 1970; having remitted contribution promptly to PF and ESI with the declaration that, it covers for all the labourers working against this contract.
- 2.15.11 The Contractor is also required to furnish the data in respect of the workers engaged by him against the work order / job contract etc., including the details of PF, ESI No. etc., to Engineer / Executive-in-charge of work and CSO.
- 2.15.12 The Contractor shall be responsible for obtaining power sanction / approval from the State Electricity Board / Electrical Inspectorate etc., as required including licensing services unless otherwise specified. The statutory payments for arranging power supply shall be paid by the Contractor initially. All statutory payments paid by the Contractor to the Govt. Bodies in this regard will be reimbursed based on the proof of incurrence of such costs. The Contractor shall furnish the power sanction, approval etc., of the above agencies after arranging the power supply.
- 2.15.13 The inspection fee etc. shall be paid by the Company only for the first Inspection. In case of defects being pointed out by the above agencies, the Contractor shall remove these defects at his own cost and-arrange for re-Inspection by the above agencies till such time the installation is finally approved and required certificate is issued. The Contractor shall bear all expenses and deposit the necessary fee for the second and subsequent inspection by the above agencies.
- 2.15.14 The Contractor shall be responsible for getting approval / permission for water Supply, sewage disposal connections including road cutting etc., unless otherwise specified as required from the concerned State Government authorities / agencies like Water Supply and Sewerage Board, Town Development Authority, Electricity Board etc. Only the initial fee paid by the Contractor to Government bodies will be reimbursed based on the proof of incurrence of such costs. Contractor shall be responsible for carrying out requisite works for water supply, sewerage connections and cable laying etc., including servicing the lines / cables and linking the same for main lines including requisite meters.

2.16 Safety Regulations:

- 2.16.1 During the execution of work, unless otherwise specified, the Contractor shall at his own cost provide the materials for and execute all shoring, timbering and strutting work necessary for the stability and safety of all the structures, excavations and works and shall ensure that no damage, injury or loss is caused or is likely to be caused to any person or property.
- 2.16.2 The Contractor shall be responsible to take all precautions to ensure the safety of the public whether on public or Company property and shall post such lookout men as may in the opinion of the Engineer be required.



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- 2.16.3 The Contractor must take sufficient care in moving his construction plants and equipments and other materials from one place to another so that they do not cause any damage to the property of the Company or the public, particularly to structures, overhead wires and cables (Laid underground or otherwise). In the event of any damages resulting to any property as aforesaid, the cost of such damages including eventual loss of working hours in any Plant as estimated by the Company, shall be borne by the Contractor.
- 2.16.4 The contractor shall, at his cost, provide all necessary facilities such as ladders, scaffolding, railing, platform, inspection lamps, safety ropes etc., for the safe working of his or his sub-contractor's workmen and also for the inspection of the Works by the Company's officials. The contractor shall provide safety footwear in the form of leather shoes for the workmen engaged for the work and insist them wear the same as safety point of view.
- 2.16.5 In case of dismantling / demolition, the Contractor shall take necessary care not to damage the existing structure / materials while executing the proposed work and any damage, if caused, should be rectified by the Contractor at his cost so as to restore the structure / materials, as they existed earlier.
- 2.16.6 The Contractor shall also comply with the safety code as detailed at Annexure-1C.
- 2.16.7 The Contractor shall report all accidents immediately to the Department who will make arrangement for forwarding of the reports to the concerned authorities.
- 2.16.8 As per the Factories Rule, permit to work system shall be followed. Contractors are therefore required to obtain the necessary work permit through the indenting department / division duly certified by the safety Engineering department before starting the work. Whenever such work permit is obtained for carrying out work on existing LT network, the Contractor should ensure that his authorised representative who avails work permit remain in the work spot till the completion of the work and give clearance to the Engineer or his authorised representative for charging the system.

2.17 Patent Rights and Royalties:

- 2.17.1 The Contractor shall fully indemnify the Company and all agents, servants and employees of the Company against any action, claim or proceeding relating to infringement or the use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or part thereof included in the Contract. In the event of any claims being made or action being brought against the Company or any agent, or servant, or employee of the Company in respect of any of the matters aforesaid, the Contractor shall be notified thereof for taking necessary action at his cost.

2.18 Materials obtained from Excavation I Dismantling:

- 2.18.1 All useful materials (obtained from dismantling / demolition) and all fossils, coins, articles of value etc., which are found during the excavation or any other work should be moved to Company's stores and stacked there neatly as directed at no extra cost to the Company.
- 2.18.2 All materials such as stones, boulders, wood, steel etc., obtained during excavation / dismantling shall become the property of the Company and the same if required and directed by the Engineer shall be stacked at site and or moved to Company's stores and stacked there as directed at no extra cost to the Company.



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2.19 Nuisance:

2.19.1 The Contractor shall not at any time do cause or permit anyone to do or cause any nuisance on the Site or do anything which shall cause unnecessary disturbance or inconvenience to the Company or to the owners, tenants or occupiers of other properties near the Site and to the Public generally.

2.20 Indemnity and Insurance:

2.20.1 The Contractor shall indemnify and keep indemnified the Company against all losses and claims for injuries or damage to any persons or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the works against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in' relation thereto.

2.20.2 The Contractor shall obtain at his expense an Insurance Policy in the joint names of the Company and the Contractor covering the following risks and lodge the policy with the Company.

2.20.2.1 Works including temporary structures, materials, tools etc., on the site against damage by fire, burglary, strikes, riots and civil commotion and natural calamities like floods, earthquake, explosion etc.

2.20.2.2 The workmen employed by the Contractor and who have not been covered under ESI against Workmen Compensation Act and other statutory laws where compensation is payable by the Contractor.

2.20.2.3 Damages to property of third parties including neighbouring buildings etc. '

2.20.2.4 Damages to third parties including the visitors, neighbours and other passers-by against any claim that may arise due to accidents on account of the incidental risks, which may occur during the execution of works. The limit of insurance coverage to be taken under Cl. No.2.20.2.3 and 2.20.2.4 shall be 10% of the contract value.

2.20.3 In addition to the above, the Contractor shall at his expense obtain a personal accident policy either through LIC or GIC for himself and the partners of his Company concerned with the work.

2.20.4 The Company has insured its assets and risks with the Insurance Company indicated it Annexure-1A to the GCC. It is obligatory on the part of the Contractor that the comprehensive Insurance Policy to be obtained by him as mentioned in the above Clauses shall be necessary taken from the said Insurance Company and the Contractor shall take special care to see that the above condition is fulfilled.

2.20.5 All claim amounts against the policy shall be payable to the Company and not to the Contractor. He shall keep the policy renewed from time to time even for the extended period of contract, if any, and at the contractors cost until the Company issues the certificate of completion. If at any time, the policy so obtained and kept with, the Company expires; it shall be lawful for the Engineer to stop further payments until the duly renewed policy is lodged with the Company.

2.20.6 The Insurance policy shall be obtained for the total value of the work awarded including the cost of materials, if any that may be issued by the Company. Insurance Policy is not required to b« obtained: If the value of work is less than Rs.1 Lakh.



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2.21 Compliance of Instructions:

2.21.1 Whenever the Contractor fails to comply with the instructions of the Engineer, it shall be lawful for the Engineer to have the work done through other Contractors or departmentally or otherwise and the cost incurred thereon shall be deducted from any money due or becoming due to the Contractor.

3.0 Execution of Works:

3.1 Issue of Working Drawings:

3.1.1 Sufficient quantum of approved working drawings marked valid for construction shall be issued by the Company to the Contractor at the beginning to start with and further working drawings necessary to proper execution and completion of works will be issued progressively during the pendency of the Contract. The Contractor shall not be entitled to put forth any claim(s) whatsoever on account of delay in receipt of drawings.

3.1.2 The tender drawings have been evolved tentatively based on the information available, but the dimensions and details etc., are liable to changes. The Contractor shall not be entitled to claim any higher rate or compensation on this account. The Contractor, will therefore, be required to execute the work as per detailed approved drawings issued from time to time.

3.1.3 The tender drawings indicate the extent and general arrangement of various equipments, items and their wiring etc., and are essentially Diagrammatic. The work shall be carried out as indicated in the drawings and as directed / required. However, if any minor change is found essential to co-ordinate the installation of this work with other works, the same shall be made without any additional cost on this account.

3.2 Sufficiency of Information / Details:

3.2.1 The Contractor shall from time to time check all drawings and specifications furnished to him on their receipt and shall promptly notify the Engineer of any omission or discrepancies thereof. In case of ambiguities or discrepancies between drawings and specifications or Schedule of Quantities and Rates or any of them with each other, the case shall be referred to the Engineer in writing, and his decision shall be final and binding on the Contractor.

3.3 Access to Site:

3.3.1 The contractor shall make temporary arrangements at his own cost for any approaches / accesses required for the movement of men and materials to his working places and material yard within the boundary of the site. If directed by the Engineer the contractor shall remove and make good temporary arrangements after completion of the works.

3.3.2 During the progress of work, the Contractor shall keep the Site reasonably free from all unnecessary obstructions. The existing roads or watercourses or pipes, electrical lines and conduits shall not be blocked, cut through, diverted or obstructed in any way by the Contractor, except with the permission of the Engineer in writing.

3.3.3 All operations necessary for the execution of the work and for the construction of any temporary work shall, so far as compliance with the requirements of the Contract permits, be carried on so as not to interfere unnecessarily or improperly with the convenience of the public or the access



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to the use and occupation of public or private roads, including approach roads from the main road and footpaths, and of properties whether in the possession of the Company or any person.

- 3.3.4 All compensation claimed for any unauthorised closure, cutting through, alteration, diversion or obstruction to such roads or water courses, etc., against the Contractor or his agent or his staff shall be recoverable from the Contractor by deduction from any sums which may become due to him in terms of the Contract or otherwise according to law.

3.4 Passage of Traffic:

- 3.4.1 During progress of work in any street or thoroughfare, the Contractor shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare and for any drainage, water supply or means of lighting or telephones, etc., which may be interrupted by reason of the execution of the Works and shall erect and maintain at his own cost diversions, barriers, lights and other safeguards as prescribed by the Engineer for warning or regulation of traffic and shall provide the watchmen necessary to prevent accidents. The Works, shall in such cases, be prosecuted night and day if so ordered by the Engineer and with such vigour so that the traffic may be impeded for as short a time as possible. No claim for extra payment shall be entertained by the Company in this regard.

3.5 Setting-out of Works:

- 3.5.1 The Contractor shall be responsible for the true and perfect setting out of the Works and for the correctness of the positions, levels, dimensions and alignment of all parts of the Works. All measurements shall comply with the dimensions noted on the drawings and / or as directed. If at anytime during the progress of Work, any error shall appear or arise in the positions, levels, dimensions or alignments of any part of the Work, the Contractor, on being required to do so by the Engineer, shall at his own expenses rectify such errors to the satisfaction of the Engineer notwithstanding that he may have been assisted by the Engineer in setting out the same earlier.

3.6 Care of Works:

- 3.6.1 In the event of any accident or failure occurring or being likely to occur in or. On the works which, in the opinion of the Engineer, required immediate attention either during the work period or the defect liability period, the Engineer may direct the Contractor by written notice to take necessary remedial action and if the Contractor fails to take action as directed by the Engineer within 3 days of such notice, the Company may, by its own workmen or employing any other agency, make the necessary repairs or precautionary works and recover the costs from the Contractor.

3.7 Site Drainage:

- 3.7.1 All water, which may accumulate on the Site during the progress of the Works, or in trenches and excavations, shall be removed promptly from the Site to the satisfaction of the Engineer and at the Contractor's expense.

3.8 Schedule of Quantities and Rates:

- 3.8.1 The Schedule of Quantities and Rates attached to the Agreement indicates the quantities to be executed. But it is to be clearly understood that these quantities are approximate and are liable



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to omission, variations, alterations by deductions or additions or deletions at the discretion of the Company. The Contractor shall neither be entitled for any revision of rates owing to variations in actual quantities of work done in relation to the quantities indicated in the Schedule of Quantities and Rates nor shall be entitled to any loss of consequential profits or for any other damages arising thereof. The Contractor shall be paid only for the actual quantities of work executed and according to the accepted tender rates. “

- 3.8.2 The probable items envisaged have been indicated in the SOQR. It is not obligatory on the part of the Company to execute all the items and only the items as necessitated to suit the requirement of works will be operated. Also the quantum of work under each item is at the discretion of the Company.
- 3.8.3 The rates indicated against each item in the Schedule of Quantities and Rates shall be deemed to compensate for all minor constructional details which are not specifically mentioned, but are fairly and obviously intended and are essential for the full and final completion of the Works and the Contractor is not entitled to make any extra claims on this account.
- 3.8.4 The rates quoted by the Contractor under each item of work shall be for the complete finished work and shall be inclusive of all materials, labour, tools, plant, equipment, transport, hoisting, setting, fixing and including all royalties, taxes and duties, sales tax on works contract, insurance, PP and ESI contribution to labour as per the relevant acts and rules made applicable from time to time (except to the extent specifically excluded). Service Tax will be excluded from the above and will be paid separately to the contractor, if applicable, based on the documents furnished by them. The quoted rates shall remain firm during the entire period of Contract and shall not be subjected to any escalation either due to increase in cost of materials, labour, equipments, transport etc., or for any other reason whatsoever, during the entire period of the Contract.
- 3.8.5 The tenderers shall note that 'C' form will not be issued by the Company.

3.9 Equipment needed for the Works:

- 3.9.1 The contractor shall, at his own expense, provide all the Equipments required for the works.
- 3.9.2 All equipment to be provided by the contractor shall be in conformity with the specifications laid down or Referred to in the contract and the contractor shall, if requested by the engineer furnish proof to the satisfaction of the Engineer, that the equipment so comply.
- 3.9.3 The contractor shall, at his own expense and without delay, provide to the Engineer samples / details of Equipments proposed to be used in the works. The Engineer shall within a reasonable time after receipt of samples or within such further period as intimated to the contractor in writing, inform the contractor whether the samples are approved by him or not. If samples are not approved, the contractor shall forthwith arrange to procure fresh samples complying with the required specifications, for approval by the Engineer.
- 3.9.4 The Engineer shall be entitled to have tests carried out as specified or referred to in the contract for any Equipment provided by the contractor at the cost of the contractor and the contractor shall provide at his expense all facilities which the Engineer may require for the purpose. if no tests are specified in the contract but certain tests are considered necessary by the Engineer, the contract shall provide all facilities required for the purpose and the charges for these tests shall be borne by the contractor.



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3.9.5 All equipment and parts thereof shall be of such design as to property and satisfactorily function under all Conditions of loading and operation. All the components of equipment shall have proper factor of safety, maximum efficiency and minimum wear. They shall be able to withstand the environmental conditions encountered at the specific location whether specifically mentioned in the specification or not. Equipment shall be *new* free from defects and of best quality. All the equipments shall conform to the latest revised relevant Indian standards. Equipment which do not conform to either Indian standards or any other international standards accepted in India shall be got approved by the Engineer by furnishing a sample and the same shall bear a test certificate and performance certificate from recognized test house.

3.9.6 All lifting and crane arrangements etc. required for erection and installation of equipment shall be the Responsibility of and be owned / hired by the contractor. These equipments shall have valid test certificates from the inspector of factories.

3.10 Work specification and Mode of Measurements:

3.10.1 The specifications and mode of measurements to be followed for the building and other civil works / services shall be in accordance with CPWD specifications and relevant Indian standards (latest edition) for all other works as indicated in Annexure-1A unless otherwise clearly specified in the Schedule of Quantities and Rates and in Detailed Technical Specifications read together with the drawings issued under the contract.

3.10.2 The work specification and mode of measurement to be followed for all electrical works shall be in accordance with the relevant Indian Standards (latest edition) applicable for electrical installation in buildings unless otherwise clearly specified in the Detailed Technical Specifications or in the Schedule of Quantities and Rates of this contract.

3.10.3 In the absence of specifications and mode of measurements for the particular work in the said CPWD specifications the provisions contained in the relevant Indian Standard Code of Practice (latest edition) shall be followed. In case neither CPWD specification nor the relevant IS code of practice clearly indicate the specifications to be adopted for any particular type of work, the same shall be determined by the Engineer in accordance with the local specification, good engineering practice and manufacturer's recommendations. The decision of the Engineer shall be final and binding on the Contractor.

3.10.4 Notwithstanding the foregoing provisions, if there is any discrepancy / difference between the description of the standard specification and mode of measurement in the CPWD / IS and the description of the specification / mode of measurement for such items in the schedule of quantities and rates / detailed technical specification and drawings, the following order of preference shall be followed in all such cases.

3.10.4.1 Specification / description of items including mode of measurement specified (if any) in the schedule of quantities and rates.

3.10.4.2 Detailed Technical Specifications. 3.10.4.3 Drawings.

3.10.4.4 CPWD Specifications / IS code of practice as applicable under the provisions of clause 3.10.1 and 3.10.2 above.



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3.11 Materials to be supplied by the Contractor:

- 3.11.1 Unless otherwise specified, the Contractor shall at his own expense, provide all the materials required for the Work.
- 3.11.2 All materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the Contract and the Contractor shall if requested by the Engineer, furnish proof, to the satisfaction of the Engineer that the materials so comply.
- 3.11.3 The Contractor shall procure all the materials required for the work from the approved manufacturers / distributors only, as directed by the Engineer, and shall furnish, if demanded, a copy of purchase order for scrutiny by the Engineer.
- 3.11.4 The Contractor, shall, at his own expense and without delay, supply to the Engineer samples of materials proposed to be used in the Works. The Engineer shall within a reasonable time after supply of samples or within such further period as intimated to the Contractor in writing, inform the Contractor whether the samples are approved by him or not. If samples are not approved, the contractor shall forthwith arrange to procure fresh samples complying with the required specifications, for approval by the Engineer.
- 3.11.5 All materials required for proper execution of work shall be procured and stored at site before taking up the day's work to ensure that the work is not suffered for want of any of the required materials. The Contractor will be permitted to start the work only when all the materials have reached the site of work and got approved by the Engineer. Further, as far as possible, materials shall be transported to working place just prior to their actual use and shall not be left lying around indefinitely. Instructions of the Engineer shall be followed strictly in this regard.

3.12 Reconciliation of Materials

- 3.12.1 The contractor shall maintain proper accounting and records for procurement, usage and balance availability of important materials like cement, paint, bitumen, anti-termite chemicals etc., on day-to-day basis and shall obtain the approval of the Engineer. The difference between the actual quantity of cement / paint / bitumen / anti-termite chemicals etc., brought by the contractor for use on the works and the theoretical quantity of materials to be used on the work calculated based on the final measurements of work and based on the co-efficient given in CPWD / NBO analysis of rates will be compared. The under-utilization, if any; beyond the permissible 5% under usage shall be charged at the penal rate as specified in Annexure-1A and recovered from the bill of the Contractor. The penal recoveries are without any prejudice to the rights of the Company to take any other action under the Agreement.

3.13 Property in Materials / Equipments and Plant:

- 3.13.1 The Contractor shall make at his own cost arrangements for all the necessary plant, equipment, tools and tackles required for the work. The Contractor must undertake to ensure that all tools and tackles are available at the site in perfect working order and properly maintained till the completion of contract. The Contractor shall submit the list of equipment, which he proposes to bring to the site. Tools and tackles shall not be removed from the site without the prior permission of Engineer-in-charge.



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3.13.2 All materials / equipments and plant after immediately being brought by the Contractor upon the Site or on the land occupied by the Contractor in connection with the works shall be deemed to be the property of the Company and shall not be removed from the Site without the prior written approval of the Engineer. Such of them as during the progress of the Works are rejected by the Engineer or are declared by him not needed for the execution of the Works or such as on the grant of the Certificate of Completion remain unused shall, immediately on such rejection, declaration or grant, cease to be deemed as the property of the Company and the Contractor may then (but not before) remove them from the Site or the said land after obtaining written approval of the Engineer. This clause shall neither In any way diminish the liability of the Contractor nor shall the Company be in any way answerable for any loss or damage which may happen to or in respect of any such materials or plant either by the same being lost, stolen, injured or destroyed due to fire, tempest, floods or otherwise.

3.14 Storage of Materials:

3.14.1 The Contractor shall at his *own expense* provide suitable sheds and storage yards in such places and in such numbers as in the opinion of the Engineer are needed for orderly and proper storage of materials either supplied by the Company or brought by the Contractor for the Works. He shall obtain approval in writing from the Engineer for the erection of such sheds and storage yards before undertaking construction thereof. Storage and safe custody of materials shall be the responsibility of the Contractor.

3.14.2 The Contractor shall take care to see that the materials such as timber, lime, cement and the like which are likely to deteriorate / cause damage by the action sun, wind, rain, dampness or other natural causes due to exposure shall be protected by providing suitable covered sheds at his own cost. The method of storing of materials shall be as described in the CPWD specifications and or as directed.

3.15 Workmanship and Testing:

3.15.1 The work to be done under the contract or that may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial workman like manner, with material / equipments of the best and most approved quality of their respective kinds, and both the work and materials / equipments should conform to the particulars contained in or implied by the specifications and as referred to and represented in the Drawings or in such other additional particulars, instructions and documents as may be found requisite to be given during the execution of the Works and to the entire satisfaction of the Engineer according to the instructions and directions which the Contractor may from time to time receive from the Engineer. The materials / equipments may be subjected to tests by means of such machines, instruments and appliances as the Engineer may direct and such tests shall be carried out by the Contractor wholly at his expense. The testing charges for conducting mandatory tests including the cost of materials to be tested and all other incidental charges such as carriage to the test laboratory etc., shall be borne entirely by the contractor. The testing shall be done in Govt. / NABL accredited / Govt. Approved laboratory only. It may be specifically noted that the tests to be conducted are not limited to the mandatory tests alone and additional tests if required and directed by the Engineer on any materials including the approved makes etc., shall be carried out by the Contractor.



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3.15.2 The Engineer shall be entitled to have tests carried out as specified or referred to in the Contract for any materials supplied by the Contractor and the Contractor shall provide all facilities which the Engineer may require for the purpose. If no tests are specified in the Contract, but certain tests are considered necessary by the Engineer, the Contractor shall provide all facilities required for the purpose and the charges for these tests shall be borne as under:

3.15.2.1 The electrical installation executed shall be tested in accordance with standard testing procedures in the presence of Engineer or his authorised representative. The Contractor shall ensure that the test results are satisfactory and in conformity with the standard test results accepted for such works.

3.16 Inspection and Approval:

3.16.1 All equipments and parts thereof shall be inspected and tested by the contractor before shipment. In addition, equipments or parts thereof shall be subjected to shop inspection and testing by the Engineer or his representative before shipment to ensure conformity with the accepted laid down specifications. No equipment shall be shipped without the prior written consent of the Engineer or his authorised representative. The contractor is responsible for providing all tools, instruments and other requirements for conducting such also inspection and testing by the Engineer or his representative he contractor shall also provide all facilities to the Engineer or his representative for inspecting and testing. However, the shop floor inspection of equipments by the Engineer or his representative before shipment shall not prejudice Company's claim for rejection of the equipments on final inspection at site and does not relieve the contractor from the responsibility that all equipments provided shall be free defects and suited in all respects for the purpose intended.

3.16.2 The Contractor shall provide at all times during the progress of Work and also during the defect liability period proper means of access with ladders, gangways etc., and the necessary attendants to move and arrange things as directed for the inspection or measurements of work by the Engineer or his representative.

3.16.3 All Works embracing more than one process shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice in writing to the Engineer or his authorised representative when each stage is ready. In default of such notice, the Engineer shall be entitled to appraise the quality and extent thereof.

3.16.4 No Work shall be covered up or put out of view by the Contractor without the approval of the Engineer or his authorised representative and the Contractor shall afford full opportunity for examination and measurement of any Work which is about to be covered up or put out of view. Similarly, no work involving pre measurement shall be taken up without a specific authorisation by the Engineer. The Contractor shall give reasonable notice of not less than 2 days but not more than 4 days in any case, in writing to the Engineer or his representative whenever any work or materials are intended to be covered up in the earth, in bodies or walls or otherwise to be placed beyond the reach of measurement in order that the work may be inspected and approved by the Engineer or that correct dimensions may be taken before being so covered up. The Engineer or his representative shall, without unreasonable delay, unless he considers it to be unnecessary and advises the Contractor accordingly, attend for the purpose of examining and



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measuring such work or materials intended to be covered up. In the event of the failure of the Contractor to give such notice, such work / materials shall be uncovered, if required by the Engineer or his representative at the Contractor's expense. .

3.16.5 The Contractor shall uncover any part of the Works and / or make openings in or through the same as the Engineer from time to time directs for his verification and shall reinstate and make good such part to the satisfaction of the Engineer. If any such part has been covered up or put out of view after being approved by the Engineer and is subsequently found on uncovering to be executed in accordance with the Contract, the expenses of uncovering and or making openings in or through reinstating and making good the same shall be borne by the Company. In any other case all such expenses shall be borne by the Contractor.

3.16.6 The Contractor shall leave necessary holes / openings / recesses in the foundations, plinths, walls, R.C.C. roofs and similar Works where and as required by the Engineer for passage of pipes, cables, wires, etc., and make good later without any extra cost to the Company.

3.17 Removal of Improper Work and Materials / Equipment's:

3.17.1 The Engineer shall have power to check and reject at any stage such work which he considers to be defective in quality of materials / equipments or workmanship and nothing shall prevent him from rejecting wrought materials (i.e., materials made ready for use on works) which have been previously passed by him in an unworked condition. The Contractor shall immediately arrange to replace the defective materials / equipment's by proper and suitable materials / equipments with the approval of the Engineer and carry out rework of the rejected work at his own cost and to the satisfaction of the Engineer. In the event of failure on the part of the Contractor to carry out his obligations under this clause, the Engineer shall have the right to get the work done through other agencies at the risk of the Contractor and to recover the cost in full from the Contractor.

3.17.2 All rejected materials / equipments will at once be removed from the Site by the Contractor to such distances as may be desired, failing which the Engineer after giving three day's notice in writing may do so and recover the cost of removal of the same from the Contractor.

3.18 Urgent Works:

3.18.1 If any urgent work (in respect whereof the decision of the Engineer shall be final and binding) becomes necessary for safety of the Work or personnel and the Contractor is unable or unwilling to carry it out, the Engineer shall have right to employ departmental labour or other agencies as he may consider expedient. All expenses incurred on it by the Company shall be recoverable from the Contractor and be adjusted or set off against any sum payable to him.

3.19 Temporary Suspension of Works:

3.19.1 The Engineer shall have the right to require the discontinuance of the work in whole or in part for such time as may be necessary, should the condition of work or weather or other contingencies make it desirable to do so in order that the works shall be well and properly executed. Extension of time shall be granted to the Contractor for discontinuance of work so required provided the suspension is for a period of at least one month in a single spell. No other claim in this respect for compensation or otherwise, however, shall be admitted.



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- 3.19.2 During the inclement weather, the Contractor shall suspend concreting work for such time as the Engineer may direct and shall protect from damage all works and materials in the course of constructions / erection.
- 3.19.3 Should work be suspended by reason of rain, strike, lock outs or other causes, the Contractor shall take all necessary precautions for the protection of Works and shall at his own expense make good any damage arising from any of these causes.

3.20 Clearance of Site on Completion:

- 3.20.1 As a part of the work* included in this Contract, the Contractor shall completely remove and satisfactorily dispose off all temporary works to the extent directed. He shall tear down and dispose off all temporary buildings, shall remove or grade to the extent directed all embankments made for construction purposes, shall satisfactorily dispose off all rubbish resulting .from the operations under this Contract and shall do all work necessary to restore the territory embraced within the Site of his operations to atleast as good order and conditions as at the beginning of the Work under this Contract.
- 3.20.2 No final payment in settlement of the accounts for the Works will become due and shall be made to the Contractor till, in addition to any other conditions necessary for such final payment, site clearance has been effected by him. In the event of his failure to comply with this provision within fourteen (14) days after receiving notice to that effect, such clearance may be made by the Engineer at the expenses of the Contractor. Should it become necessary for the Engineer to have the Site cleared at the expense of the Contractor, the Company shall not be held liable for any loss or damage to such of the Contractor's property as may be made on the site and due to such removal there from, which removal may be effected by means of public sale of such materials and property or in any other way as deemed fit and convenient by the Engineer.
- 3.20.3 After completion of the work, the whole area should be left clean of all rubbish etc., before handing over the site.

4.0 Variation in the Scope of the Contract:

4.1 Variations in the Scope of the Work:

- 4.1.1 The Engineer shall have the power to make any alterations / variations /deletions / additions or substitutions from drawings, specifications, designs and instructions that may appear to him to be necessary or advisable during the progress of the Works and the Contractor shall be bound to carry out the work in accordance with any instructions which may be given to him by the Engineer in writing. Such alterations / variations / deletions / additions or substitutions shall form part of and be read as incorporated in the agreement itself.

4.2 Valuation of Variations:

- 4.2.1 If, in the opinion of the Engineer, the variation is minor in nature which does not call for any adjustment in price, the decision of the Engineer, will be final. In other cases, the rates of additional, altered or substituted work shall be determined by the Engineer in the following manner:
- 4.2.1.1 If the rate for additional, altered or substituted item of work is specified in the Schedule of Quantities and Rates, the Contractor shall carry out the additional, altered or substituted items at the same



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rate. In the case of composite tenders, where two or more Schedule of Quantities and Rates form part of the Contract, the applicable rate shall be taken from the Schedule of Quantities and Rates of that particular part in which the deviation is involved, failing that at the lowest applicable rate for the same item of work in the other Schedule of Quantities and Rates.

- 4.2.1.2 If the rate for any, additional, altered or substituted items of work is not specified in the Schedule of Quantities and Rates, the rate for such item shall be derived from the rate of the nearest similar item specified therein. In case of composite tenders where two or more Schedule of Quantities and Rates form part of the Contract, the rate shall be derived from the nearest similar item in the Schedule of Quantities and rates of that particular part of work in which the deviation is involved, failing that from the lowest or the nearest similar items in other Schedule of Quantities and Rates.
- 4.2.1.3 If the rate for any additional, altered or substituted item of work cannot be determined in any of the methods specified above, then such item of work shall be carried out at the rate as worked out and approved by the Engineer on the basis detailed in clause 4.2.1.4 plus 15% to cover overheads and profits of the Contractor'
- 4.2.1.4 The basis of arriving at the quantum of materials and labour to be used for the execution of additional, altered or substituted item of work shall be as per CPWD analysis of rates, Delhi (latest revision). In case the details of quantum of labour and materials are not available in the CPWD Standard for the entire item but the details for sub-heads of the items are available in the said standards, the same shall be taken for arriving at the rate of additional, altered or substituted items of work. In case the Engineer does not find any guiding details in the CPWD Standards, the same shall be taken as per actual observations made at the site of work by the Engineer. The cost of labour shall be as determined by the Engineer on the basis of labour rate indicated in Annexure-1D and considering the actual cost of material. The Contractor shall on demand produce before the Engineer all such original receipts, vouchers, muster rolls, time sheets and other documents as in the opinion of the Engineer are necessary for the proper assessment of the rates. The entire responsibility in this respect devolves on the Contractor and in the event of the Contractor's failure to do so, the Engineer shall be entitled to assess the labour elements and other costs in the proposed rates. The Contractor shall inform the Engineer in writing immediately after coming across a substituted, altered or additional items as per working , drawing and shall make all arrangements to furnish details for ascertaining the cost implications. The Contractor shall take up the item with the written consent of the Engineer pending finalisation of its rates.

4.3 Modifications to the Contract:

- 4.3.1 There are no other understandings between the parties other than as set forth in these Contract documents.
- 4.3.2 In the event of any of the provisions of the Contract requiring to be modified after the Contract documents have been signed, except those directions and orders given by the Engineer under the Contract for the due execution of the Works, the modifications shall be made in writing and signed by both the parties before giving effect to such modifications.



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5.0 Time for Performance:

5.1 Commencement of Works:

- 5.1.1 The Contractor shall commence the work within the period stipulated under clause 1.1.14.
- 5.1.2 The Engineer may direct the Contractor to use so much of the Site as may, in the Engineer's opinion, be required in order to enable the Contractor to commence and continue the work and shall from time to time as the work proceeds give the Contractor the use of such further portions of the Site as the Engineer may from time to time consider proper and adequate in that behalf. Phased delivery in the manner aforesaid of the use of Site or any other facilities to be afforded to the Contractor shall not entitle the Contractor to any claims whatsoever.
- 5.1.3 If the Contractor commits default in commencing the execution of the work as aforesaid, the Company shall, without prejudice to any other right or remedy, be at liberty to forfeit the Earnest money / Security Deposit absolutely.
- 5.1.4 The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delay in commencing or executing the Works including delayed availability of Government controlled or other materials or of access to Site and other facilities or delayed receipt of instructions and decisions from the Engineer.

5.2 Time for Completion:

- 5.2.1 The Work shall be completed by the Contractor within the stipulated period indicated in Annexure-1A The total time allowed for completion of all works under this contract is)Months (including monsoon period) from the date of commencement of work. The contractor shall complete the work in all respects within the above contract period of Months.
- 5.2.2 The completion period shall be inclusive of all the lead time required for Engineering, procurement of raw materials / items, manufacturing, inspection, testing, packing and any other activity whatsoever required including transportations and / or erection, testing and commissioning.
- 5.2.3 The Contractor shall, after acceptance of his tender, but before commencement of Work, submit to the Company a Time and Progress chart for approval showing the order in which he proposes to carry out the Work and also indicating the probable dates of commencement and completion of various parts / section of the Works for works of value more than Rs.25 Lakhs in general and for other works as directed by the engineer. This Time and Progress Chart as approved and accepted by the Company shall be binding on the Contractor. Failure on the part of the Contractor to furnish the chart and to seek approval of the Company for the same will entail withholding of payment against the bills preferred by him under the Contract. The Contractor shall also, whenever required by the Engineer, provide in writing a general description of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works. An amount equivalent to 0.01% of the awarded value of work subject to a minimum of Rs.500/- will be recovered from the amounts payable to the Contractor for non-compliance of the stipulations in the above sub clauses, even though the Contractor gets the time and progress chart approved subsequently.
- 5.2.4 If, at any time, it should appear to the Engineer that the actual progress of Work does not conform to the approved programme referred to in sub clause 5.2.3, the Contractor shall furnish, for the approval of the Engineer, a revised programme to ensure the completion of the Works.



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- 5.2.5 The Contractor, if directed by the Engineer shall take such steps as may be necessary to improve the progress of work by resorting to overtime work, increase in labour force, increase in the day's quantum of work etc., without any extra cost to the Company.
- 5.2.6 All 'On Account payments to be made to the Contractor shall be subject to a certificate to be furnished by the Engineer that the progress has been in accordance with the approved Time and Progress Chart or such modifications as have been approved by him.

5.3 Excepted Risks (Force Majeure):

- 5.3.1 If at any time, the execution of this Contract is affected by War (declared or not), hostilities, invasion, Acts of Foreign Enemies, Civil War, rebellion, revolution, insurrection, riots and civil commotion (other than solely restricted to the Contractor's employees), Acts of State, Acts of God such as earthquake, massive floods and other Acts of Nature which an experienced Contractor could not have reasonably foreseen or reasonably made provision for or insured against; then the Contractor shall, within seven days of such occurrence, apply to the Company together with adequate evidence for obtaining such extension of time as may be warranted by the circumstances. After a careful examination of the circumstances, the Company may grant such extension of time as necessary without insisting on liquidated damages.
- 5.3.2 Any extension of time granted by the Company in terms of sub-clause 5.3.1 above shall neither entitle the Contractor to any claim for increase in price nor shall it release him from any of the obligations under the Contract. If the performance of the Contract as a whole is delayed by reason of the force majeure conditions continuing to persist for a continuous period exceeding six months, the Company and the Contractor shall discuss the matter and decide either to terminate the Contract without obligations on either side or to continue its execution on such terms as may be agreed upon.
- 5.3.3 The Company shall not be held responsible or be called upon to make good any losses / costs incurred by the Contractor consequent to the happening of any of the event under clause 5.3.1 above.

5.4 Extension of Time for Completion:

- 5.4.1 The Contractor may seek extension of time for completing the work if such extension is required for reasons of 'exceptionally adverse' climatic conditions and such other special circumstances which may occur (which are, however, not such as to constitute force majeure under clause 5.3.1 of the Contract). In such an event, the Contractor shall make a written request to the Engineer in the prescribed format as soon as possible after the reason for extension becomes apparent to him. The request shall give full details of the causes leading to the request and shall also indicate the manner in which the Work is proposed to be regulated with the utmost expedition so as to cause minimum delay with reference to the original Time Chart.
- 5.4.2 The Company shall, taking into account the circumstances and the recommendations of the Engineer, determine the amount of extension of time to be granted, if any, and shall notify the Contractor accordingly.
- 5.4.3 Any extension of time granted under the provisions of this clause shall be without prejudice to other conditions of Contract and will not absolve the Contractor from the obligations of other clauses under the Contract.



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- 5.4.4 Provided, however, the Company shall not be bound to grant any extension of time unless the Contractor had made the request for extension in due time after the circumstances which warrant such extension have arisen so as to enable the Engineer to investigate the circumstances as they have arisen or as soon thereafter as is practicable.
- 5.4.5 Where a Bank Guarantee has been furnished by the Contractor in pursuance of clause 2.11.2 (by way of Security Deposit), the Contractor shall immediately arrange to extend the validity of the Bank Guarantee at his cost to adequately cover the extended period of time for completion of work granted under this clause. In addition the contractor shall ensure that the Labour license, Insurance policy as stipulated in clause 2.15.10 and 2.20.2 are renewed from time to time at his cost during the extended period of contract till the completion of the project.
- 5.4.6 The Contractor shall not be entitled to increase in prices or for any compensation whatsoever on account of the extension of time allowed.

5.5 Liquidated Damages:

- 5.5.1 Should the Contractor fail to complete the Works and clear the Site on or before the stipulated time mentioned in Annexure-1A, he shall without prejudice to any other right or remedy of the Company in this behalf pay, as agreed Liquidated Damages and not as penalty, a sum equal to _____% of the total final bill value (excluding value of extra items, if any,) for every week's delay subject to a maximum of _____% of the total final bill value of the Contract.
- 5.5.2 Where separate dates of completion have been specified for items or groups of items, the final bill value of the respective items or groups of items shall be applied.
- 5.5.3 The amount of Liquidated Damages may be adjusted or set off against any sum(s) payable to the Contractor under this or any other Contract with the Company.

6.0 Measurements, Certificates and Payments:

6.1 Record and Measurements:

- 6.1.1 Measurements shall be taken jointly by the Engineer or his authorised representative and by the Contractor or his authorised representative from time to time and at such intervals as in the opinion of the Engineer shall be proper, having regard to the progress of the Works. It shall be clearly noted that the responsibility of recording measurements and timely submission of bills rests with the contractor and any delay on this account will not be entertained.
- 6.1.2 The final bill must invariably be preceded by a thorough check of measurements of the whole of the Work performed.
- 6.1.3 Before taking final measurements of any Work, the contractor shall give a reasonable notice to the Engineer. If the Contractor fails to submit the final measurements and prolongs it unreasonably, then in any such event the measurements taken by the Engineer or by the person deputed by him shall be taken to be the correct measurement of the Work, and shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of measurement.
- 6.1.4 The Contractor shall, without extra charges provide with every appliance, labour and things necessary for measurement.



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6.1.5 If a dispute arises between the Engineer and the Contractor as to the quantity or quality of Work performed involving a sum larger than Rs.10,000/- the Contractor may appeal in writing to the Company for re-measurement or reappraisal as the case may be within one week from the date of joint measurement. If the Company considers the Contractor's dispute valid, it may appoint an Officer other than the Engineer to go into the matter and the Company's decision given thereupon shall be final and binding on the Contractor.

6.2 On Account Payment:

Clause Nos. 6.2.1 to 6.2.6 are not applicable for works viz., mechanical, air-conditioning, air-cooling, electrical, communication & networks, fire alarm & public address systems etc., if tendered individually.

6.2.1 100% payment against bills for the work done (Subject to the required deductions) shall be made to the Contractor based on detailed measurements and certification of bills by the Engineer.

6.2.2 For contracts where value exceeds applicable mobilization advance amounting to 10% of the contract value will be paid in two equal instalments, the 1st instalment within 30 days of the signing the acceptance letter and production of Bank Guarantee for lump sum advance. The 2nd instalment will be paid after the Engineer-in-charge certifies that Sufficient Mobilization has taken place and Work upto 5% of the contract value has been executed

6.2.3 Bills shall be prepared and submitted by the contractor. Joint measurements shall be taken continuously and need not be connected with billing stage. Based on these joint measurements recorded in the register, the contractor shall submit the bills in both soft and hard copies (three copies) in the prescribed formate along with the detailed measurements item wise. All the pages of, the measurement sheets shall be serially machine numbered and signed by the contractor. The bills along with measurement sheet shall be computer generated and also "suitably programmed for effecting the necessary corrections easily. The bills shall be accompanied with necessary documents such as abstract of quantities, variation statements, reconciliation of materials, part rate statements indicating the extent of work done, statement of secured advance claimed and fulfilling other statutory obligations such as ESI / PF / Insurance / labour license etc. Payment against bills for the work done (Subject to necessary deductions) will be made after the verification and certification by the Engineer of the bill submitted by the contractor.

6.2.4 75% of the amount admissible (after necessary deductions) will be paid by the Company within 3 days of presentation of the bill and the balance 25% shall be paid within 10 days of receipt of all clarifications, if any, on the bills submitted and after complying with all the statutory provisions by the contractor with respect to the bills.

6.2.5 Advance bills on the works carried out may be allowed by the Company between the running bills to facilitate the progress of work, at the discretion of Engineer in Charge.

6.2.6 Normally, bills will be entertained once in a month. However, if the progress of work is not satisfactory with reference to the approved Time and Progress Chart and where the progress of work since the last bill is less than 10% of Contract value, then the Engineer may reserve the certification of any bill submitted by the Contractor. On account payments made to the Contractor shall be without prejudice to the final making up of the accounts. On-account payment cannot by



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itself imply his having handed over any part of the Works and the liability of the Contractor shall continue to exist till the work is completed, inspected, approved and taken over by the Engineer. It is the sole responsibility of the Contractor to see that the Works are completed and handed over in a satisfactory manner.

OR

6.2.7 THE PAYMENT TERMS SHALL BE As follows:

- 6.2.7.1 70% against delivery of material and on acceptance, on prorata basis of the awarded rates.
- 6.2.7.2 10% against fabrication and erection on prorata basis of the awarded rates and based on the certification of the Engineer.
- 6.2.7.3 20% of the awarded rates against testing, commissioning and handing over after furnishing Bank Guarantee for 10% of contract value towards Defect Liability Period as per GCC.
- 6.2.8 Payments made to the Contractor shall be without prejudice to the final making up of the accounts. It is the sole responsibility of the Contractor to see that the works are completed and handed over in a satisfactory manner. Any payment made to the Contractor cannot by itself imply his having handed over any part of the works and the liability of the Contractor shall continue to exist till the work is completed, inspected, approved and taken over by the Engineer.

(Note-Clause Nos. 6.2.7, 6.2.8, are not applicable for civil and composite tenders.)

6.3 Payment of Part Rates:

- 6.3.1 Payment at part rates against approved tendered rates for certain items may be made in the running account bill at the discretion of the Engineer.

6.4 Completion Certificate:

- 6.4.1 The Works shall be deemed to have been completed in all respects on the day the Engineer certifies that the works have been so completed in accordance with this Contract, takes over the completed Works and issues a certificate to that effect. The Defect Liability Period will-start from the said date of completion / handing over of the work.
- 6.4.2 The following clauses shall be applicable for Electrical and Mechanical works.
 - 6.4.2.1 On completion of work in all respects, the Contractor shall supply to the Company Two complete sets of drawings indicating the complete work as installed. These drawings shall clearly indicate the complete layout of light fittings, conduit runs, wiring diagrams, location of distribution boards, earthing layout, equipment and machine layout etc., as required by the Engineer. (This is applicable for works of value more than Rs.15 Lakhs in general and for other works as directed by the engineer).
 - 6.4.2.2 A sum equivalent to zero point one percent of value of electrical / mechanical works executed subject to a minimum of Rs.500/- will be recovered from the amounts payable to the Contractor for non-compliance of the stipulations in the above sub clause.

6.5 Final Payments:

- 6.5.1 Based on the measurement of Work performed, in accordance with clause 6.1.2 the Contractor shall submit his final bill for the Works within 3 months of completion of work. The bill shall be



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based only on Works as measured and at accepted tender rates including rates for any additional or extra work which might have been approved by the Company. All deductions due under the Contract shall be incorporated. The final bill shall be, accompanied by:

- 6.5.1.1 A copy of the completion certificate issued by the Engineer.
- 6.5.1.2 A "No Claim Certificate" in the prescribed form or a list of claims if any, not included in the final bill with full details.
- 6.5.2 The Engineer shall examine and certify the final bill for payment after satisfying that the Works have been satisfactorily completed and that all properties, works and things removed or disturbed or damaged in consequence of the Work have been properly replaced and made good and all expenses and demands incurred or made by or on the Company or in respect of any damage or loss by, from or consequence of the Works have been satisfied, all materials have been returned and the site cleared. In respect of list of claims given by the Contractor, the Company shall examine and either accept or repudiate in whole or in part and convey its decision in writing to the Contractor.

6.6 Warranty:

Note:- This clause is not applicable for civil and composite tenders.

- 6.6.1 Warranty for Equipment:
 - 6.6.1.1 With respect to the equipment provided by the Contractor under this contract, the Contractor shall be deemed to have furnished to the Company warranties:
 - 6.6.1.1.1 **Of Title:** "The contractor warrants that the equipments are not subject to any security interest, lien or other encumbrance".
 - 6.6.1.1.2 Against Patent Infringements: "The Contractor shall at his own expense defend and save the Company harmless from the expenses and consequences of any suit or procedure brought against the user so far as the said suit or procedure is based on a claim that the equipment provided constitute an infringement of any patent in existence on the date of the contract". "In addition the Contractor shall secure at his own expense a fully paid up license or licenses that will permit the user to continue operation of the equipments provided, free of further claim for infringement".
 - 6.6.1.1.3 **Of Performance:** "The Contractor warrants that the equipment provided are-suitable for the purpose or the purpose for which such goods are used, conform to promise or affirmations made by the Contractor and conform to specifications stipulated in the contract".
 - 6.6.1.1.4 **Of Fitness:** "The Contractor warrants that the equipments provided are suitable for the particular purpose stipulated in the contract. The Company affirms that it has relied on the Contractor's skills and judgments to select or provide equipment for a particular purpose".
 - 6.6.1.1.5 **Of Quality:** "The Contractor warrants that the equipments are new and of best quality and that the equipment will be free of defects in design, workmanship or materials".

6.7 Breach of Warranty (Not applicable for civil and composite tenders):

- 6.7.1 In the event of a breach of warranty, the Contractor shall be required to take all necessary action



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at his expense to correct the breach in the most expeditious manner dictated by the existing circumstances.

- 6.7.2 Upon oral or written notification of defects or malfunctioning of equipment during normal operation, which requires corrective action, the Contractor shall send the necessary personnel (with the required materials, tools, test equipments and such other items) to site to supervise and assume responsibility for repair. If the Contractor does not expeditiously take steps to correct the defects the Company may at its option do so. However, such action on the Company's part, will not release the Contractor of his responsibility and the Contractor inter alia shall reimburse all the expenses incurred by the Company to repair or replace malfunctioning or non-conforming equipments.

6.8 Deduction of Income Tax:

- 6.8.1 Income Tax on the gross amount billed will be deducted from Contractor's bills as per Section 194 (C) of the Income Tax Act.
- 6.8.2 The successful contractor should inform the assessing Income Tax Officer concerned (within one month from the date of issue of work order) about the award of work to him. The successful contractor shall furnish their Income Tax Permanent Account Number (PAN) to BDL while furnishing their bills for **payment**.

6.9 Deduction of Sales Tax on Works Contract:

- 6.9.1 Where so required, the sales tax on works contract / VAT as applicable will be deducted at source from the Contractor's bills as per the relevant act or as per the directions of the concerned authorities.

7.0 Maintenance and Defects:

7.1 Guarantee of Works and Liability for Damage, Defects etc.:

Note:-Clause No. 7.1.1 to 7.1.3 are not applicable for works viz., mechanical, air-conditioning, air-cooling, electrical, communication & networks, fire alarm & public address systems etc., if tendered individually.

- 7.1.1 The Defect Liability Period in respect of the Works executed under this Contract is furnished in Annexure-1A. The Contractor shall guarantee the Work against defective materials, and bad workmanship. This guarantee shall be valid for the duration of defect liability period. Any defects, shrinkage or other faults which may appear in the Works within the Defect Liability Period, which in the opinion of the Engineer are due to defective or improper materials or bad workmanship, or the Work not being in accordance with drawings and specifications or instructions shall be made good and / or repaired by the Contractor at his own cost.
- 7.1.2 As a security for the due performance of the above condition the Contractor shall deposit with the **Company an amount equal to 5% of the contract value**. The Contractor may choose to pay this deposit by cash or by adjustment of the Security Deposit paid / recovered from him under the Contract or by furnishing a Bank Guarantee as per proforma at Appendix-4 issued by any Nationalised or Scheduled Bank for the said amount.
- 7.1.3 The Contractor shall furnish separate guarantees to the Company in respect of Water Proofing **and Anti-termite treatment jobs executed as** per proforma at Appendix-5 and Appendix-6



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respectively. In addition to the Security Deposit mentioned in clause 7.1.2 above, the Contractor shall deposit with **Company an amount equal to 5% of the value** of waterproofing works executed as per Final Bill for a period of 5 years from the date of completion of work to guarantee the works **against defective materials and workmanship**. The contractor may choose to pay this deposit either by cash or furnishing a **Bank Guarantee**. **In case, Bank Guarantee is furnished, the same shall be kept valid till the expiry of the Guarantee period.**

OR

7.1.4 The Defect Liability Period in respect of the Works executed under this Contract is furnished in Annexure-1A. As a security for the due performance of the above condition, the Contractor shall furnish a Bank Guarantee separately for 10% of the contract value as per proforma at Appendix-4 for the Defect Liability Period. The final payment towards the balance 10% of the contract value shall be released only after the Contractor, furnishes the Bank Guarantee towards Defect Liability Period.

*Note:-Clause No. 7.1.4 is not applicable for civil **and composite tenders**.*

7.2 After Sales Service:

7.2.1 The contractor shall ensure that adequate and prompt After Sales Services in the form of maintenance personnel and spares as and when required with a view to minimize the break down period. Particular attention shall be given to ensure that all spares are easily available during the normal life of the installation.

7.3 Spare Parts and Tools:

7.3.1 The contractor shall recommend from his experience, a set of the spare parts / tools required for routine maintenance / service / overhaul of equipment for a period of two years. The Contractor shall also indicate the unit prices for the recommended spare parts and tools.

8.0 Rights, Remedies and Powers:

8.1 Determination of Contract due to Contractor's Default:

8.1.1 If the Contractor:

8.1.1.1 Abandons the Contract.

8.1.1.2 At any time defaults in proceeding with the works with due diligence and Continues to do so even after 7 days of written notice from the Engineer; or

8.1.1.3 Commits default in complying with any of the terms and conditions of the Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer; or

8.1.1.4 Persistently disregards the instructions of the Engineer or contravenes any provision of the Contract; or

8.1.1.5 Fails to remove materials from the Site or to pull down and redo the work after receiving from the Engineer notice to the effect that the said materials or works have been rejected; or

8.1.1.6 Fails to complete the works on or before the stipulated date (s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer; or



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- 8.1.1.7 Offers or gives or agrees to give to any person In the Company's service or to any other person on this behalf, any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for the Company; or
- 8.1.1.8 Shall enter into a contract with the Company in connection with which commission has been paid or agreed to be paid by him or to his knowledge unless the particulars of any such commission and the terms of payment there of have previously been disclosed in writing to the Company / Engineer; or
- 8.1.1.9 Shall obtain a Contract with the Company as a result of ring tendering or other non-bonafide methods of competitive tendering; or
- 8.1.1.10 Being an individual or if a firm, any partner thereof, shall at any time be adjudged insolvent or have a receiving order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors of purport so to do, or if any application be made under any insolvency Act for the time being in force for the sequestration of his estates or if a trust deed be executed by him for benefit of his creditors; or
- 8.1.1.11 Being a Company, shall pass a resolution or the Court shall make an order for liquidation of its affairs, or a receiver or manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or
- 8.1.1.12 Shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days; or
- 8.1.1.13 Assigns, transfers, sub-lets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be sub-letting) or attempts to assign, transfer or sub-let the entire works or any portion thereof without the prior written approval of the Company;the Company may, without prejudice to any other right or remedy which shall have accrued or shall accrue there after to the Company by written notice determine the Contract either as a whole or in part.
- 8.1.2 Upon such determination of the Contract either in whole or in part, the Security Deposit with the Company in respect of the Contract shall stand forfeited to the Company without in any way affecting the Rights of the Company under clause 8.2 infra.

8.2 Rights of the Company after determination of the Contract due to Contractor's Default:

- 8.2.1 The Engineer shall on such determination of the Contract have powers to:
- 8.2.1.1 Take possession of the site and any materials, Constructional plant, Implements, stores, etc., there on; and / or
- 8.2.1.2 Carry out the incomplete work by any means at the risk and cost of the Contractor.
- 8.2.2 On determinaton of the Contract in full or in part, the Engineer shall determine the quantum of amount, if any, that is recoverable from the Contractor for completion of the works or part of the



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works or in case the works or part of the works is not to be completed, the loss or damage suffered by the Company. In determining the amount, credit shall be given to the Contractor for the value of the work executed by him up to the time of cancellation or the value of Contractor's materials taken over and incorporated in the work. In order to measure the work completed till the date of determination and the Contractor's materials to be taken over, the Engineer shall give 7 days notice to the Contractor requiring him to be present so as to record the measurements in his presence. If the Contractor fails to be present in response to the notice, the recording of measurements shall be preceded with ex-parte and the measurements as recorded shall be binding on the Contractor.

- 8.2.3 The Company shall have the right to use Contractor's plant, machinery and material on the balance works but shall not in any way be responsible for any damage or loss of the same and the Contractor shall not be entitled to any compensation there for.
- 8.2.4 Any excess expenditure incurred or to be incurred by the Company in completing the works or part of the works or the excess loss or damages suffered or may be suffered by the Company as aforesaid after allowing necessary credits, shall be recovered from any moneys due to the Contractor on any account and if such moneys are not sufficient, the Contractor shall be called upon in writing to pay the same within 30 days.
- 8.2.5 If the Contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer shall have the right to sell any or all of the Contractors unused materials, constructional plant, implements, temporary buildings, etc., and apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the Contract and if there after there be any balance still outstanding from the Contractor, the Contractor shall, upon demand, pay the Company the money due and it shall be deemed as a debt due by the Contractor to the Company and shall be recovered accordingly.
- 8.2.6 Any sums in excess of the amounts due to the Company and unsold materials, constructional plant, etc., shall be returned to the Contractor; it is always understood that if the actual cost of completion by the Company of the balance works or part of the works is less than the amount which the Contractor would have become eligible had he completed the works or part of the works under the terms of Contract, the Contractor shall not be entitled to claim such benefit to his advantage.

8.3 Cancellation of Contract by the Company:

- 8.3.1 If at any time after the commencement of work, the Company shall decide that the whole work or any specific part there of is not required to be carried out, necessary notice in writing shall be given to the Contractor. The Contractor shall take immediate action to stop all activity relating to the cancelled work. The Contractor shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of work in full but which he did not derive in consequence of the foreclosure of the whole or part of the work.
- 8.3.2 The Contractor shall be paid at Contract rates the full amount for the works executed at site (less any amount recoverable and due to the Company) and, in addition, a reasonable amount to cover the cost incurred on materials which will not be of any alternative use to the Contractor



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(which shall then become the property of the Company), transportation costs in respect of the tools, plant and materials retained by the Contractor from the work place to his permanent stores or any other works, which ever is less, and a reasonable proportion of the expenditure incurred on preliminary works such as access road, labour huts, site office, etc. All payments other than at Contract rates shall be based on a detailed claim to be submitted by the Contractor supported by cash vouchers or other documents covering the incurrence of such costs. If called upon by the Engineer, the Contractor shall also furnish his Books of Accounts and other documents which the Engineer may consider necessary to enable him to certify the reasonableness of the amount payable under this clause.

- 8.3.3 The materials if any, supplied by the Company, which are rendered surplus on account of the cancellation, shall be returned promptly by the Contractor subject to normal wastages allowed under the Contract. He shall be debited with the losses due to any deterioration or damage which might have been caused while the materials were in the custody of the Contractor. If so directed, he shall transport such materials to the Company's stores and shall be paid for such transport at a reasonable compensation.

9.0 Packing, Marking, Protection and Despatch:

Note:-This Clause is not applicable for civil and composite tenders.

- 9.1 Instructions regarding Packing, Marking, Protection and Despatch of Equipment.
- 9.1.1 Contractor shall take adequate care to suitable pack and protect the equipment before despatch in such manner that it can withstand rough handling during transit and receipt and long storage at site.
- 9.1.2 All fragile and exposed parts shall be packed with care and the package shall bear the words "HANDLE WITH CARE" in ENGLISH [HINDI].
- 9.1.3 All holes, openings as also all delicate surfaces shall be carefully protected against bad weather.
- 9.1.4 All manufactured parts / surfaces shall be painted with rust proof paint.
- 9.1.5 All threaded fittings shall be greased and provided with plastic caps.
- 9.1.6 All bright and machined parts shall be coated with appropriate protective materials suitable for tropical site conditions.
- 9.1.7 All small pieces shall be packed in cases.
- 9.1.8 All heavy packages shall have sling marking.
- 9.1.9 The Contractor shall be held liable for all damages or breakages to the equipment due to the defective or insufficient packing as well as for corrosion due to insufficient protections.
- 9.1.10 The Contractor shall arrange for despatch of the equipment by rail / road after proper packing protection as indicated above. The consignments shall be despatched after inspection or otherwise if agreed to, on freight paid basis, irrespective of the basis of price.

10.0 Transit Insurance

- 10.1 The Contractor shall arrange at his cost for transit insurance for the despatch of equipment or parts thereof. *This Clause is not applicable for civil and composite tenders.*



11.0 Settle of Disputes:

11.1 Decision by the Company and Engineer:

11.1.1 To prevent disputes and litigations, it shall be accepted as an inseparable part of the Contract that in matters regarding materials, workmanship, removal of improper work, interpretation of Contract, drawings and specifications, mode of procedure and carrying out the work, the decision of the Company shall be final and binding on the Contractor and if any technical question which may arise touching the Contract, the Engineers decision shall be final and conclusive. The claim, if any, arising out of any decision given by the Engineer shall be sent in writing to the Engineer within 15 days from the date of such decision given by the Engineer and if the claim is not accepted and the Contractor is aggrieved by such non-acceptance, such dispute may be referred by him for Arbitration.

11.2 Arbitration:

- 11.2.1 In case any dispute or difference shall arise between the Company (or the Engineer on their behalf) and the Contractor on any matter within the scope of this Contract except as to matters entirely left to the decision of the Company or the Engineer under the provisions of this Agreement, then either party shall forthwith give to the other written notice of such dispute or difference and such disputes or difference shall be referred to a sole Arbitrator to be selected by the Contractor from among the panel of three nominees to be indicated by the Company at the time of reference of the disputes to arbitration. The award of the Arbitrator shall be final and binding on both parties. The procedure laid down in accordance with the Indian Arbitration and Conciliation Act, 1996, or any statutory amendment thereof and the rules made there under from time to time shall apply in the matter of the reference. Only Courts at(Name / location of the court under whose jurisdiction the Division of BDL comes) shall have jurisdiction to entertain a claim or for enforcement of the award.
- 11.2.2 Notwithstanding reference of any matter for arbitration, the Contractor shall continue to execute the Contract in all respects except to the extent such execution itself is the subject matter for the arbitration.
- 11.2.3 It is a term of the Contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.
- 11.2.4 It is also a term of the Contract that if the Contractor does not make any demand for arbitration in respect of any claim(s) in writing within 90 days of receiving the intimation from the Company that the bill is ready for payment, the claim of the Contractor will be deemed to have been waived and absolutely barred and the Company shall be discharged and released of all liabilities under the Contract in respect of these claims.
- 11.2.5 In the event the contract is entered into between the Company and another Public Sector Enterprise, the following clause shall apply.
- 11.2.6 In the event any dispute or difference shall arise between the parties hereto, such dispute of difference shall be referred to the Arbitrator to be nominated by Law Secretary, department of Legal Affairs, Govt. of India. The Indian Arbitration and Conciliation Act 1996 or any statutory



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amendment thereof shall not be applicable to the arbitration under this clause. The award of the Arbitration shall be binding upon the parties to the dispute, provided, however; any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, department of Legal Affairs, Govt. of India whose decision shall bind the parties finally and conclusively.

12.0 Over Payments | Under Payments Detected During Technical Audit:

- 12.1 The Company reserves the right to carry out post-payment audit and technical examination of the running / final bill including all supporting vouchers etc. The Company also reserves the right to propose recoveries detected by CVC (Central Vigilance Commission) based on their audit and observations of works / bills etc. The Company further reserves the right to enforce recovery of any over payment when detected, notwithstanding the fact the amount of running / final bill may be included by one of the parties as an item of dispute before an arbitrator appointed and notwithstanding the fact that the amount of running / final bill figures in the arbitration award.
- 12.2 If as a result of such audit and technical examination any over payment is discovered in respect of any work done by the Contractor under the contract, the Company from the Contractor shall recover it, or if any under payment is discovered, the amount shall be duly paid to the Contractor by the Company.

13.0 Clauses Pertaining to Environmental Protection:

- 13.1 The Contractor shall take utmost care to ensure that environment is protected and no such activity shall be carried out which may have a bearing on the environmental pollution during execution of work. The Contractor may specifically note the following:
- 13.1.1 The Contractor shall note that no paint drums either full or empty and paintbrushes are kept in open area that may lead to environmental pollution. The same shall be kept in a place specified by the Engineer-in-charge till the final disposal is done. Cleaning of paintbrushes shall be done strictly as per the instructions of Engineer-in-charge and residue collected after cleaning of brushes shall be disposed off as per the instruction of the Engineer-in-charge. After completion of the work, all empty paint containers, waste painting brushes, waste painting rollers etc., shall be deposited in the place identified by the Engineer-in-charge and the same will become property of the Company. At any point of time, if it is noticed that the stipulations are not followed, the Engineer-in-charge at his own discretion may take steps to remove the items at the risk and cost of the Contractor and such expenses will be recovered from the bills of the Contractor. The decision of the Engineer-in-charge in this regard is final and binding on the contractor.
- 13.1.2 The thinner used in painting works shall not contain banned chemicals viz., carbon tetra chloride / halogenated hydrocarbons etc. The thinner to be used in the works shall be brought from approved sources only that are conforming to the stipulations of the Pollution Control Board norms.
- 13.1.3 Welding rod bits after welding shall be collected and stacked in a container at a specified place till the completion of works. After completion of the work, the Welding rod bits shall be deposited in the place identified by the Engineer-in-charge and the same will become property of the Company. At any point of time, if compliance of the same is not observed, then the Engineer-in-



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charge at his discretion may take steps to remove the items at the risk and cost of the Contractor and such expenses will be recovered from the bills of the Contractor. The decision of Engineer-in-charge in this regard is final and binding on the contractor.

- 13.1.4 The contractor shall specifically note that construction materials shall not be stacked on the already developed lawn areas, and shall be stacked only at a place indicated by the Engineer-in-charge.
- 13.1.5 In case, at any point of time stacking of materials on the developed lawns is noticed (i.e., non-compliance of stipulations of clause 13.1.4 above) the same will be got removed by the Engineer-in-charge without any further intimation at the risk and cost of the contractor. Also the rework of development of lawns etc if any will be done at the risk and cost of the Contractor. All such expenses will be recovered from the bills of the Contractor and the decision of the Engineer-in-charge in this regard is final and binding on the Contractor.
- 13.1.6 The contractor shall specifically note that no unwanted materials / debris are stacked at the site of work beyond a reasonable time and the same shall be removed from the site of work immediately as and when generated and disposed off as per the directions of the Engineer-in-charge.
- 13.1.7 In case, at any point of time non-compliance of clause 13.1.6 above is observed, the same will be removed from the area by the Engineer-in-charge without any further intimation to the Contractor and at the risk-and cost of the Contractor. The decision of the Engineer-in-charge in this regard is final and binding on the Contractor.
- 13.1.8 The Contractor may specifically note that he shall be fully aware of the acts / rules and regulations pertaining to Environmental protection acts and relevant State Pollution Control Board (SPCB) norms, Central Pollution Control Board (CPCB) norms as well as the requirements of Ministry of Environment and Forests (MOEF). However the Engineer-in-charge will brief on the EMS policy of the Company on the lines of ISO 14001 (2004) with regard to specific requirements. Subsequently it shall be the responsibility of the Contractor to educate / train his labour force deployed from time to time regarding the same.
- 13.1.9 The contractor may also note that special training shall be given to the personnel applying pesticides, herbicides, weedicides and the like with regard to the emergency preparedness (like spillage etc.) while transporting, application, stacking and disposal of empty cans.

14.0 Applicability of Clauses:

- 14.1 Clause No. 12.0 of Instruction to Tenderers and Conditions for Submission of Tender and Clause Nos. 2.11.6 to 2.11.9, 6.2.7, 6.2.8, 6.6, 6.7, 7.1.4, 9.0 and 10.0 of General Conditions of Contract are not applicable for civil and composite tenders.
- 14.2 Clause No. 11.0 of Instruction to Tenderers and Conditions for Submission of Tender and Clause Nos. 2.11.1 to 2.11.5, 6.2.1 to 6.2.6 and 7.1.1 to 7.1.3 of General Conditions of Contract are not applicable for works viz., mechanical, air-conditioning, air-cooling, electrical, communication & networks, fire alarm & public address systems etc., if tendered individually.

**Name, Address and
Signature of the Tendered**

Accepting Authority



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ANNEXURE – AK

INDICATIVE ASSESSMENT OF ELIGIBILITY FOR CONSULTANTS AND ARCHITECTS

(E.g.: Consider Four bidders X, Y, Z & P quoting for a Project of N 500 Lakhs)

[The same can be modified to suit the Design Consultancy Contract]

Technical Evaluation of the Bids is as under :

Sl. No.	Capability to be evaluated	Evaluation Criteria	Max. Marks	Min. Marks	Marks Obtained by Agencies M/s			
					X	Y	Z	P
A	Company Profile [Core Parameters]							
1.	Nature of Organization	(a) Govt. / Public Limited Company (b) Private Limited Company (c) Partnership Company (d) Single Ownership	3 2 1 1	1	1	2	1	3
2.	Organization standing	(a) 15 years and above (b) Less than 15 yrs	2 1	1	1	2	1	2
3	Average Annual Turnover for last three years	(a) More than Estimated value (b) 50 % of the Estimated value (c) 30 % of the Estimated value	5 3 2	2	2	3	2	5
4.	Experience in similar projects for last 7 Years	Similar Nature of work as defined in the NIT to be listed For example (A) No. of 80% single value of works -1 work OR No. of 50% single value of works -2 works OR No. of 40% single value of works - 3 works B) Any additional work more than 80% ----- 2 Mark each C) Any additional work more than 50% -----1 Mark each D) Any additional work more than 40% 0.5 Mark each Note:- B to D subject to maximum 6 Marks	4 6	4	6	8	6	10



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5.	Bid-Capacity	(a) If qualified (b) 1.5 times more than required (c) Above 2 times than required	4 7 10	4	5	7	5	2
		A Total =	30	12	15	22	15	22
B	Technical Evaluation	[Parameters & Marks are indicative and should be modified to suit the the project]						
1	In-house suitability of key personal capacity	(a) All disciplines (i) Architectural and Urban Planning (ii) Civil & Structures (iii) Electrical & Air conditioning (iv) Water supply, Sanitary Engineering (v) Roads & Highways (vi) Any other discipline Contractor shall submit full details of his planning / design wing including list of Architects & Engineers of Various disciplines on his note	5	2	3	3	2	3
2.	Area Planned Designed	Meeting as per requirement (a) + upto 5% (b) + upto 10%. (c) + upto 20%	10 5 3	3	10	10	10	10
3.	Plant and machinery	List of plant and machinery owned by the contractor	2	1	1	2	1	1
4.	Specific experience in installation of utilities like water supply, treatment & distribution, sewerage and drainage, electrical, air-conditioning and ventilation systems, Road networks	Contractor shall have experience in design and installation of utilities (specify project names) [supporting documents like completion certificates to be enclosed] BDL has to check the requirement for the proposal under consideration	10	4	3	6	5	7



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5.	Whether contractor has specific Experience in design and construction of auditorium, ST Plant	Capacity designed as required (a) +/- 5% (b) +/- 10% (c) +/- 20%	5 3 2	3	3	5	3	5
6	Whether contractor has specific experience in design and construction of green buildings	Contractor shall have designed and constructed buildings with green building concept (specify project names)	10	4	4	6	4	3
7.	Out sources Design capabilities	Contractor to give the details of Disciplines which would be out sourced and letter of association with the design firms. If outsourcing not necessary, please indicate	3	1	2	2	2	3
		B-Total =	45	18	26	34	27	32
		Total (A+B) =	75	30	41	56	42	54
C	PRESENTATION [Parameters & Marks are indicative to be Rated with comparison among bidders by the committee]							
a)	Aesthetics	To be Rated for Contemporary Design, Building Elevation etc.	5	2	3	4	4	3
b)	Space Utilization	To be Rated for Overall Site layout, Master plan etc.	5	2	4	3	4	4
c)	Functional Space utilization	To be Rated for Internal layout etc.	5	2	4	4	4	4
d)	Incorporation of Overall Concept	To be Rated for Energy, Eco friendly, Ventilation, natural light utilization, water saving, energy saving, green building etc.	5	2	3	3	4	3
e)	Floor Plan in terms of area	To be Rated for Floor plan	5	2	4	4	4	4
		Total C	25	10	18	18	20	18
		Grand Total(A+B+C) =	100	40	59	74	60	72

[Total Score of Technical Evaluation for Max. Marks = 10+65+25 =100]

Evaluation of the Bids :

- (i) Technical Evaluation marks obtained shall be evaluated with the allotted weightage of 60% and ranked as T1, T2, T3, T4 etc.,
- (ii) Price quoted by the Agencies shall be evaluated with the allotted weightage of 40% and ranked as P1, P2, P3, P4 etc.,
- (iii) The bid obtaining the highest total combined score will be ranked as H-1 followed by the other bids securing lesser marks as H-2, H-3 etc., The bidder securing the highest combined marks and ranked as H-1 will be called for negotiations if required and shall be recommended for award of contract.



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EXAMPLES FOR CONSULTANTS AND ARCHITECTS

Example 1: Technical bids evaluated with pre-defined technical parameters and marks will be given after evaluation. Based on marks 70% weightage shall be as under:

Sl. No.	Agency	Technically Evaluated Marks	Technical 70% weightage	Assessment with Ranking
1.	X	59	$59 \times 0.7 = 41.3$	T4
2.	Y	74	$74 \times 0.7 = 51.8$	T1
3.	Z	60	$60 \times 0.7 = 42.0$	T3
4.	P	72	$72 \times 0.7 = 50.4$	T2

Financial bid evaluation for 30% weightage shall be as under:

Sl. No.	Agency	Assumed Quoted Value in Z	Assessment with 30% weightage	Ranking
1.	X	53.5 Lakhs	$51.5/53.5 \times 100 \times 0.3$	P3
2.	Y	55.5 Lakhs	$51.5/55.5 \times 100 \times 0.3$	P4
3.	Z	52.0 Lakhs	$51.5/52.0 \times 100 \times 0.3$	P2
4.	P	51.5 Lakhs	$51.5/51.5 \times 100 \times 0.3$	P1

Selection of the H-1 Bidder shall be as under:

Sl. No.	Bidder	Technical assessment	Financial standing score	Combined Score	Ranking
1.	X	41.3	28.88	70.18	H-4
2.	Y	51.8	27.84	79.64	H-2
3.	Z	42.0	29.71	71.71	H-3
4.	P	50.4	30.00	80.40	H-1

The H1 Agency "P" will be selected and work will be awarded / invited for PNC as the case may be
Example 2: Consider Four bidders B1, B2, B3, B4 quoting for a Project Technical bid evaluation shall be as under:

Sl. No.	Bidder/ Agency	Assume Technical Evaluation Marks	Technical Assessment	Ranking
1.	B1	55	$55 \times 0.7 = 38.5$	T4
2.	B2	70	$70 \times 0.7 = 49.0$	T1
3.	B3	65	$65 \times 0.7 = 45.5$	T2
4.	B4	50	$50 \times 0.7 = 35.0$	T3



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Financial bid evaluation shall be as under

Sl. No.	Bidder/ Agency	Assumed Quoted Value	Assessment	Ranking
1.	B1	125 Lakhs	$115/125 \times 100 \times 0.3 = 27.60$	P2
2.	B2	140 Lakhs	$115/140 \times 100 \times 0.3 = 24.64$	P3
3.	B3	150 Lakhs	$115/150 \times 100 \times 0.3 = 23.00$	P4
4.	B4	115 Lakhs	$115/115 \times 100 \times 0.3 = 30.00$	P1

Selection of the H-1 Bidder

Sl. No.	Bidder / Agency	Technical assessment score	Financial standing score	Combined Score	Ranking
1.	B1	38.5	27.60	66.10	H-3
2.	B2	49.0	24.64	73.64	H-1
3.	B3	45.5	23.00	68.50	H-4
4.	B4	35.0	30.00	75.00	H-2

The H1 Agency "B2" will be selected and work will be awarded / invited for PNC as the case may be.



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ANNEXURE – 1A

REFERENCE SHEET TO GENERAL CONDITIONS OF CONTRACT

Ref: Clause 1.1.2

The Authority designated to exercise the rights and obligations under this Contract is

Ref: Clause 1.1.6

is the Engineer for the purpose of this Contract.

Ref: Clause 2.20.4'

The Comprehensive Insurance Policy to be taken by the contractor shall be from.....
..... Insurance Company in which Bharat Dynamics Limited has also insured its
assets and risks.

Ref: Clause 3.10A

CPWD specifications with correction slips as mentioned below shall apply to this Contract.
Up to Correction Slips No.

Ref: Clause 3.12.1

Penal rate of recovery for under utilisation of materials are: (To be indicated both in figure and words)

- (1) Cement per bag of 50 Kgs.
- (2) Paint
- (3) Oil bound distemper
- (4) Synthetic enamel paint
- (5) Acrylic emulsion
- (6) Water proof cement paint
- (7) Bitumen
- (8) Anti-termite chemicals

Ref: Clause 5.2.1

The time for completion of the works under this Contract is
Months (including monsoon period) from the date of commencement of work.

Ref: Clause 7.1.1 / 7.1.4

The Defect Liability in respect of the works under this Contract is
Months from the date of issue of a completion certificate by the Engineer.

NAME, ADDRESS AND SIGNATURE OF THE TENDERERACCEPTING AUTHORITY



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ANNEXURE – 1B

LOCATION OF WORK AND SCOPE OF WORK

1.0 Location of Work:

1.1 Location of work and inspection of site:

1.1.1 The work to be carried out under this contract is at

1.1.2 The exact location shall be got confirmed from the Engineer-in-charge before taking up the execution of the work.

2.0 Scope of Work:

2.1 The scope of work pertaining to this work. as under:

NAME, ADDRESS SIGNATURE OF THE TENDERER

ACCEPTING AUTHORITY



SAFETY CODE

1.0 General:

- 1.1 Contractor has to provide and maintain workplaces, plant, equipment, tools and machinery and organize the work so that, there is no risk of accident or injury to health of workers. Work should be planned, prepared and undertaken as under:
 - 1.1.1 Provide such supervision to ensure that workers perform their work with due regard to safety and health of theirs as well as that of others.
 - 1.1.2 Obtain the necessary clearance / work permits as required and specified by the company.
 - 1.1.3 Dangers, liable to arise at the workplace, are prevented.
 - 1.1.4 Should take into account the safety and health of workers.
 - 1.1.5 Materials and products used are suitable from the safety and health consideration.
- 1.2 Working methods are adopted to safeguard workers against the harmful effects of chemical, physical and biological agents.
- 1.3 Only non-sparking tools are used near or in the presence of flammable or explosive dusts or vapours.
- 1.4 While working at a height of more than 3 meters, works permit should be obtained from competent person before commencement of the job.
- 1.5 Safety awareness to all sections of personnel ranging from site-in-charge to workmen employed shall be given by the contractor.
- 1.6 Contractor shall ensure that all workers are informed and instructed in the hazards connected with their work and environment and trained with regard to precautions necessary to be taken avoid accidents and injury to health.
- 1.7 Contractor shall ensure that buildings, plant, equipment, tools, machinery or workplaces in which a dangerous defect has been found should not be used until the defect has been rectified.
- 1.8 Contractor shall ensure that removal of scrap, inflammable material; surplus materials, waste and debris are carried out at appropriate intervals and as per the direction of Engineer-in-charge.
- 1.9 Contractor shall ensure that labour force and staff employed on the work do not operate or interfere with plant and equipment that they have not been duly authorised to operate, maintain or use.
- 1.10 Contractor shall ensure that all openings through which workers are liable to fall should be kept effectively covered or fenced and displayed prominently.
- 1.11 All necessary personal safety equipment such as helmet, footwear, gloves, goggles, welding shield etc., as considered adequate by the Engineer-in-Charge should be made available for the use to the persons employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned.



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- 1.12 Workers employed on mixing- asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective gloves.
- 1.13 Those engaged in painting and mixing or stacking of cement bags or any materials which are injurious to the eyes shall be provided with protective goggles.
- 1.14 Those engaged in welding and cutting works shall be provided with protective face and eye shields, and gloves, etc.
- 2.0 Civil Works:**
- 2.1 Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period works as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1/4 to 1 (1/4 horizontal and 1 vertical).
- 2.2 Scaffolding or staging more than 3.6 m. above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- 2.3 Working platform, gangways, and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m. above ground level or floor level they should be closely boarded, should have adequate width and should be suitably fastened as described in 2 above.
- 2.4 Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 90 cm.
- 2.5 Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m. in length while the width between side rails In rung ladder shall in no case be less than 29 cm. for ladder up to and including 3 m. in length. For longer ladders this width should be increased at least 6 mm for each additional 30 cm of length. Uniform step's pacing shall not exceed 33 cm. Adequate precaution shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the, public.
- 2.6 The contractor shall provide all necessary fencing and lights to protect the public from accident, and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay the damages and costs which may be awarded to any such persons or which, may with the consent of the Contractor, be paid to compromise any claim by any such person.



- 2.7 Excavation and Trenching: - All trenches 1.2m or more in depth shall at all times be supplied with at least one ladder for each 30 m. in length or fraction thereof. Ladder shall be extended from bottom of the trench at least 90 cm above the surface of the ground. The sides of the trenches which are 1.5 m. or more in depth shall be stepped back to give suitable slope or securely held by U-Bracing so as to avoid the danger of sides to collapse. The excavated materials shall not be placed within 1.5 m. of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.

3.0 Demolition:

- 3.1 Before any demolition work is commenced and also during the process of the work:-
- 3.1.1 All roads and open areas adjacent to the work side shall either be closed or suitably protected.
- 3.1.2 No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
- 3.1.3 All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion of flooding. No floor, roof or other part of the buildings shall be so overloaded with debris or materials as to render it unsafe.
- 4.0 All necessary personal safety equipment as considered adequate by the Engineer should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by those concerned.
- 4.1 Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- 4.2 Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes shall be provided with protective goggles.
- 4.3 Those engaged in welding works shall be provided with welder's protective eye sight lids.
- 4.4 Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- 5.0 When workers are employed in sewers and manholes, which are in active use, the Contractor shall ensure that the following safety measures are adhered to :
- 5.1 Entry for workers in to the One shall not be allowed except under the supervision of the Engineer or his authorised representative.
- 5.2 At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
- 5.3 Before entry, presence of toxic gases should be tested by inserting wet lead acetate paper, which changes colour in the presence of such gases and indicate their presence.
- 5.4 Presence of oxygen should be verified by lowering a detector lamp into the manhole and in case no oxygen is found inside the sewer line, workers should be sent only with oxygen kit.
- 5.5 Safety belt with rope should be provided to the workers. While working inside the manhole such rope should handled by two men standing outside to enable him to be pulled out during emergency.



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- 5.6 The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
- 5.7 No smoking or open flames be allowed near the blocked manhole being cleaned.
- 5.8 The malba obtained on account of cleaning of blocked manhole and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
- 5.9 Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer may decide the time up to, which a worker may be allowed to work continuously inside the manhole.
- 5.10 Gas masks with oxygen cylinder should be kept at site for use in emergency.
- 5.11 Air blowers should be used for flow of fresh air through the manholes, whenever called for. Portable air blowers are recommended for ventilating the manholes. The motors for these shall be vapour proof and of totally enclosed type. Non-sparkling gas engines also could be used but they should be placed at least 2 meters away from the opening and on the lower side protected from wind so that they will not be source of friction on any inflammable gas that might be present.
- 5.12 The workers engaged for cleaning the manhole / sewers should be properly trained before allowing to work in the manhole.
- 5.13 The workers shall be provided with gumboots or non-sparkling shoes, bump helmets and gloves, non-sparkling tools, safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
- 5.14 Workman descending a manhole shall try each ladder step or rung carefully before putting his full weight on it to guard against insecure, fastening due to corrosion of the rung fixed to manhole wall.
- 5.15 If a man has received a physical injury he should be brought out by the sewer immediately and adequate medical aid should be provided to him.
- 5.16 The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer regarding the steps in this regard to be taken in an individual case will be final.
- 6.0 The Contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 y ears are employed on the work of lead painting, the following precautions should be taken:-
- 6.1 No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
- 6.2 Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
- 6.3 Overalls shall be supplied by the Contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.
- 6.4 White lead, sulphate of lead or product containing these pigments shall not be used in painting operation except in the form of pastes or paint ready for use.



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- 6.5 Measures shall be taken, wherever required in order to prevent danger arising from the application of paint in the form of spray.
- 6.6 Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scrapping.
- 6.7 Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
- 6.8 Overall shall be worn by working painters during the whole of working period.
- 6.9 Suitable arrangements shall be made to prevent clothing put off during working hours being soiled by painting materials.
- 6.10 Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority of the Company.
- 6.11 The Company may require, when necessary medical examination of workers.
- 6.12 Instructions with regard to special hygenic precautions to be taken in the painting trade shall be distributed to working painters.
- 7.0 When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
- 8.0 Use of hoisting machines and take including their attachments, anchorage and supports shall conform to the following standards or conditions:
- 8.1 These shall be good mechanical constructions, sound material and adequate strength and free from patent defects and shall be kept in good working order.
- 8.2 Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
- 8.3 Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding which gives signals to operator.
- 8.4 In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- 8.5 In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer whenever he brings machinery to site of work and get it verified by the Electrical Engineer concerned.



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- 9.0 Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce the minimum risk of any part of a suspended load becoming accidentally displaced. When worker employed on electrical installations which are already energised, insulating mats, wiring apparel such as gloves, sleeves and boots as may be necessary should be provided. The workers should not wear any wrist watches and carry keys or other materials which are the good conductors of electricity.
- 10.0 All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
- 11.0. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place of work spot. The person responsible for compliance- of the safety code shall be named therein by the Contractor.
- 12.0 To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the Contractor shall be open to inspection by the Labour Officer, Engineer or their representatives.
- 13.0 Notwithstanding the above clauses from 1 to 15 there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic India,
- 14.0 Welding / Gas Cutting:**
- 14.1 Common hazards involved in welding / cutting are sparks, molten metal, flying particles, harmful light rays, electric shocks etc. the following precautions should be taken:-
- 14.1.1 Ensure that only approved and well-maintained apparatus, such as torches, manifolds, regulators or pressure reducing valves, and acetylene generators are used.
- 14.1.2 The work piece should be connected directly to Power supply, and not indirectly through pipelines / structures / equipments etc.
- 14.1.3 The welding receptacles shall be rated for 63A suitable for 415V, 3-Phase system with a scraping earth. Receptacles shall have necessary mechanical interlocks and earthing facilities.
- 14.1.4 All cables, including welding and ground cables shall be checked for any worn out or cracked insulation before starting the job. Ground cable should be separate without any loose joints.
- 14.1.5 An energised electrode shall not be left unattended. 14.1.6 The power source shall be turned off at the end of job.
- 14.1.7 All gas cylinders shall be properly secured in upright position.
- 14.1.8 Acetylene cylinder shall be turned and kept in such a way that the valve outlet points away from oxygen cylinder.
- 14.1.9 Acetylene cylinder key for opening valve shall be kept on valve stem, while cylinder is in use, so that the acetylene cylinder could be quickly turned off in case of emergency. Flash back arrestors shall be used to prevent back-fire in acetylene / oxygen cylinder.
- 14.1.10 When not in use, valves of all cylinders shall be kept closed.



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- 14.1.11 All types of cylinders, whether full or empty, shall be stored at cool, dry place under shed.
- 14.1.12 Forced opening of any cylinder valve should not be attempted.
- 14.1.13 Lighted gas torch shall never be left unattended.
- 14.1.14 Store acetylene and oxygen cylinders separately.
- 14.1.15 Store full and empty cylinders separately.
- 14.1.16 Avoid cylinders coming into contact with heat.
- 14.1.17 Cylinders that are heavy or difficult to carry by hand may be rolled on their bottom edge but never dragged.
- 14.1.18 If cylinders have to be moved, ensure that the cylinder valves are shut off.
- 14.1.19 Before changing torches, shut off the gas at the pressure reducing regulators and not by crimping the hose.
- 14.1.20 Do not use matches to light torches, use a friction lighter.
- 14.1.21 Move out any leaking cylinder immediately.
- 14.1.22 Use trolleys for oxygen and acetylene cylinder and chain them. -
- 14.1.23 Always use Red hose for acetylene and other fuel gases and Black for oxygen, and ensure that both are in equal length.
- 14.1.24 Ensure that hoses are free from burns, cuts and cracks and properly clamped.
- 14.1.25 Avoid dragging hoses over sharp edges and objects.
- 14.1.26 Do not wrap hoses around cylinders when in use or stored.
- 14.1.27 Protect hoses from flying sparks, hot slag, and other hot objects.
- 14.1.28 Lubricants shall not be used on Ox-fuel gas equipment.
- 14.1.29 During cutting / welding, use proper type goggles / face shields.

15.0 Electrical:

- 15.1 Insulating mats, rubber gloves, electrical insulated shoes etc., shall be used while carrying out work at or near electrically live apparatus / Equipments etc.
- 15.2 Only insulated or non conducting tools should be used on or near live electrical apparatus / Equipment.
- 15.3 Low voltage portable electrical tools should generally be used.
- 15.4 All electrical tools used shall be "all insulated" or "double insulated" tools which do not require earthing.
- 15.5 All electrical tools should be got inspected and maintained on a regular basis by a competent electrician and complete records of fitness for use kept.
- 15.6 Only persons having valid licenses should be allowed to work on electrical facilities.
- 15.7 No person should be allowed to work on live circuit. The same, if unavoidable, special care and precautions need to be taken.



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- 15.8 Treat all circuits as “LIVE” unless tested and made dead.
- 15.9 Electrical “Tag Out” lock out procedure “MUST” be followed for carrying out maintenance jobs-
- 15.10 Display voltage ratings prominently with “Danger” signs.
- 15.11 Put caution / notice signs before starting the repair works.
- 15.12 All electrical equipment shall have separate and distinct connections to earth grid.
- 15.13 Proper grounding to be ensured for all switch boards and equipment including portable ones prior to taking into service.
- 15.14 Make sure that electrical switchboards, portable tools, equipments (like grinding machine etc.) don't get wet during their usage. If it happens, stop the main supply, make the tools dry and then only use them. Check proper earthing. All temporary switch boards put up at work site should be suitably protected from rain and the level of same should be high enough to avoid contact with water due to water logging.
- 15.15 Don't work with wet hands / body on electrical system.
- 15.16 Don't overload the electrical systems.
- 15.17 Use only proper rated High Rupturing Capacity fuses or circuit breakers.
- 15.18 Industrial type extension boards and Plug sockets are only to be used.
- 15.19 ELCB for all temporary connections must be provided. Use insulated 3-pin plug tops.
- 15.20 All power supply cables should be laid properly and neatly so that they don't cause hindrance to persons working and no physical damage also takes place to the cables during various construction activities.
- 15.21 All Power cables shall be properly terminated using glands and lugs of proper size and, adequately crimped.
- 15.22 Use spark-proof / flame proof type electrical fittings in Fire Hazard zones.
- 15.23 Never connect any earthing wire to the pipelines / structures.
- 15.24 Don't make any unsafe temporary connections, naked joints / wiring etc.
- 15.25 Ensure that temporary cables are free from cuts, damaged insulation, kinks or improper insulate joints.
- 15.26 Check at periodic intervals that pins of sockets and joints are not loose.
- 15.27 Protect electrical wires / equipments from water and naked flames.
- 15.28 Insulating mats shall be provided in the front and back end of switch boards.
- 15.29 All parts of electrical installations should be so constructed, installed and maintained as to prevent danger of electric shock, fire and external explosion.
- 15.30 Inspection and maintenance:
 - 15.30.1 All electrical equipment should be tested as per approved procedures and commissioning inspected before to ensure suitability for its proposed use.



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- 15.30.2 At the beginning of every work, the person using the electrical equipment should make a careful external examination of the equipment and conductors, especially the flexible cables for any physical damage, which is likely to give electric shock or damages to the equipments.
- 15.30.3 Electricians should be provided with approved and tested tools, and personal protective equipment such as rubber gloves, mats etc.
- 15.30.4 All conductors and equipment should be considered to be live unless the same is tested and found dead.
- 15.30.5 When work has to be done in dangerous proximity to live parts the power supply should be cut off. If for operational reasons this is not possible, the live parts should be fenced off or enclosed by qualified staff from the work area concerned.

NAME, ADDRESS AND SIGNATURE OF THE TENDERER ACCEPTING



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ANNEXURE – 1D

No.....

SCHEDULE OF LABOUR RATES

The following labour rates will be adopted to work out the labour cost of the additional / altered / substituted items of work as referred to in clause No.4.2.1.4 of the General Conditions of Contract.

SINo	Category	Rate per day of eight working hours	
		In figures	In words
1	Skilled labour such as mason, carpenter, plumber, engravers, fabricator, welder, painter, blacksmith, electrician, lineman and the like (of any class)	Rs *	
2	Semi skilled labour such as stone chisseller, pump driver / pump attendant, mixer driver, vibrator operator, and the like.	Rs *	
3	Unskilled labour of all categories includingbhishti and mate.	Rs *	

***Prevailing market rates to be indicated**

NAME, ADDRESS AND SIGNATURE OF THE TENDERER

ACCEPTING AUTHORITY



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Procurement of Works, Goods and Services - Guidelines on Tenders/Use of website

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01-01-2012	010/VGL/035	12-01-2012	Guidelines on eProcurement Linked Document
03-01-2012	12-02-6-CTE-SPI(1)	13-01-2012	Consideration of Indian Agents
12-10-2011	98/ORD/001	28-10-2011	Aplicability of CVC's guidelines on post tender negotiations
08-06-2011	011/VGL/063	24-06-2011	Selection and Employment of Consultants
11-09-2011	TE(NH)/2011 /Recoveries	12-09-2011	Recoveries arising out of Intensive Examination Conducted by CTEO
02-02-2011	01-11-CTE-SH-100	17-02-2011	Mobilization Advance
01-02-2011	011/VGL/014	01-02-2011	Transparency in Tendering System
21-08-2010	008/CRD/013	13-08-2010	Adoption of Integrity Pact (SOP)-Reg.
34/10/10	010/VGL/066	07-10-2010	Design Mix Concrete
01-01-2010	005/CRD/012	20-01-2010	Tendering Process Negotiations with L1
23/06/010	010/VGL/035	23-06-2010	Leveraging of Technology for Improving Vigilance
19-05-2010	005/CRD/019	19-05-2010	Transparency in works/purchase/consultancy
17-04-2010	009/VGL/016	19-04-2010	Integrity pact - Selection and Recommendation
18-04-2010	009/VGL/002	26-04-2010	Implementation of e-tendering
22-08-2009	008/CRD/013	11-08-2009	Adoption of Integrity Pact-Periodical regarding
31-10-2009	009/VGL/055	09-11-2009	Review of purchase preference policy
29-09-2009	009/VGL/002	17-09-2009	Implementation of e-tendering solutions....
13-06-2009	009/VGL/030	11-08-2009	Intensive Examination of CTE - Steps for early finalisation
17-07-2009	005/VGL/4	14-07-2009	Posting of details on award of tenders/contracts on websites
10-05-2009	008/CRD/013	18-05-2009	Adoption of Integrity Pact-Standard Operating Procedure-reg Integrity Pact (Revised)
01-01-2009	009/VGL/002	13-01-2009	Implementation of E-tendering solutions
31/11/08	008/VGL/083	06-11-2008	Time bound processing of procurement
24-08-2008	007/VGL/033	05-08-2008	Adoption of Integrity Pact in major Government procurement



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22-07-2008	008/CRD/008	24-07-2008	Referring cases of Procurement to the Commission
18-05-2008	008/VGL/001	19-05-2008	Adoption of Integrity Pact in major Government Procurement
09-02-2008	008/VGL/016	18-02-2008	Two day Work shop/ Seminar regarding IT Procurement...
07-02-2008	007/CRD/008	15-02-2008	Measures to curb the menace of counterfeit and refurbished IT products
05-02-2008	4CC-1-CTE-2	05/02/2008	Mobilisation advance
01-01-2008	02-07-01-CTE-30	31-12-2007	Acceptance of Bank guarantees...
43/12/07	007/VGL/033	28-12-2007	Adoption of Integrity Pact in major Govt. Procurement Activities
41/12/07	007/VGL/033	04-12-2007	Adoption of Integrity Pact in major Govt. Procurement Activities Modified Integrity Pact Common irregularities/ lapses observed instores/purchase ...
23-07-2007	005/CRD/19	05-07-2007	Transparency in Works/Purchase/Consultancy contracts awarded on nomination basis (Office Order No 23-7-07)
13-04-2007	006/VGL/117	13-06-2007	Improving vigilance administration by leveraging technology
14-04-2007	98/VGL/25		Use of products with standard specifications
10-04-2007	4CC-1-CTE-2	10-04-2007	Mobilization advance
04-03-2007	005/CRD/12	03-03-2007	Tendering process–negotiation with L1
40/11/06	006/VGL/117	22-11-2006	Improving vigilance administration by leveraging technology
37/10/06	005/crd/012	3/10/2006	Tendering process–negotiation with L1.
31/09/06	005/vgl/004	01-09-2006	Posting of details on award of tenders/contracts on websites/bulletins.
15-05-2006	005/CRD/19	09-05-2006	Transparency in Contracts awarded on Nomination Basis
21-05-2006	006/VGL/29	01-05-2006	Examination of Public Procurement Contracts by CVOs
71/12/05	005/VGL/66	09-12-2005	Undertaking by Members of Tender Committee
	98/VGL/25	10-11-2005	Intensive Examination of works by CTE's Organisation
68/10/05	005/CRD/12	25-10-2005	Tendering Process negotiation with L-1



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57/09/05	005/VGL/4	20-09-2005	Details on award of tender
46/07/05	005/VGL/4	28-07-2005	Details on award of tenders/contracts Publishing
	2EE-1-CTE-3(Pt)	16.05.2005	Issues pertaining to negotiation with L-1
	2EE-1-CTE-3	12.04.2005	Issues pertaining to negotiation with L-1
11-03-2005	005/ORD/1	10-03-2005	Delays in payments to contractors
13-03-2005	005/VGL/4	16-03-2005	Details on award of tenders/contracts...
18-03-2005	000/VGL/161	24-03-2005	Banning of business dealing with firms
15-03-2005	OFF-1-CTE-1(Pt) V	24-03-2005	Notice inviting tenders
11-03-2005		10-03-2005	Delays in Payments to Contractors...
	98/DSP/3	24-12-2004	Participation of consultants in tender
72/12/04	004/ORD/9	10.12.04	Transparency in tendering system-Guidelines regarding
69/11/04	004/ORD/8	03.11.2004	Turnkey contracts for net-working of Computer Systems
68/10/04	98/ORD/1	20.10.2004	Leveraging Tecnology - e-payment and e-receipt
47/7/04	98/ORD/1	13.07.2004	Commission's Directives on use of Website in Public Tenders
43/7/04	98/ord/1	02.07.2004	Improving Vigilance Administration:
-----	4CC-1-CTE-2	08.06.2004	Mobilization Advance
-----	05-04-1-CTE-8	08.06.2004	Receipt and Opening of Tenders
25/4/04	12-02-6-CTE-SPI(1)2	21.04.2004	Consideration of Indian Agents
20-04-2004	98/ORD/1	06.04.2004	Cutting Delays by e-payments and e-receipt by Govt. Organisations
10-02-2004	98/ORD/1	11.02.2004	Increasing transparency (Tender process)
09-02-2004	98/ORD/1	09.02.2004	Increasing transparency (Sale)
-----	98/ORD/1	18.12.2003	Improving Vigilance Administration: Increasing Transparency in Procurement / Sale etc.
-----	06-03-02-CTE-34	20.10.2003	Back to back tie up by PSUs
-----	2EE-1-CTE-3	15.10.2003	Tender sample Clause
46/9/03	98/ORD/1	11.09.2003	E-procurement/Reverse Auction
44/9/03	98/ORD/1	04.09.2003	Irregularities in the award of contracts
33/7/03	98/ORD/1	09.07.2003	Short-comings in bid documents
-----	98/ORD/1	05.05.2003	Purchase of Computers by Govt. Departments/ Organisations



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Office Order No.	File No.	Date of Issue	Subject
---	98/ORD/1(Pt.IV)	12.03.2003	Use of web-site in Govt. procurement or tender process
---	12-02-6-CTE-SPI(1)2	07.01.2003	Consideration of Indian Agents
---	98/ORD/1	03.08.2001	Improving Vigilance Administration-Tenders (H1)
---	98/ORD/1	24.08.2000	Improving Vigilance Administration-Tenders
---	3(v)/99/9	01.10.1999	Applicability of CVC's instruction No.8(1)(h)/98(1) dated 18/11/98 on post-tender negotiations to Projects of the World Bank & other international funding agencies
---	8(1)(h)/98(1)	18.11.1998	Improving Vigilance Administration (L1) (L1)
	No.UU/POL/19	08.10.1997	Grant of interest free mobilization advance.
	No.98/ORD/1	15.03.1999	Improving vigilance administration-Tenders
	No.OFF1 CTE 1	25.11.2002	Appointment of Consultants
	No.3L PRC 1	12.11.1982	Irregularities/lapses observed in the construction works undertaken by Public sector undertakings/banks.
	No. 3L – IRC 1	10.01.1983	Appointment of Consultants.
	No 12-02-1-CTE-6	17.12.2002	Prequalification criteria (PQ).
	No 12-02-1-CTE-6	07.05.2002	Pre-qualification Criteria (PQ).
	No. 98/VGL/25	16.05.2005	Intensive Examination of works by CTE's Organization- Submission of Quarterly Progress Report